

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA
Item C.2 closed session - added
Item L.10 Info/Consent - added

AGENDA

OXNARD CITY COUNCIL OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY OXNARD FINANCING AUTHORITY OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

July 27, 2023

Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 842 8884 9224
3. Passcode: 580109

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

July 27, 2023

PAGE 2

- c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Parking Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
City of Oxnard v. Fox Canyon Groundwater Management Agency, Los Angeles Superior Court Case No. 20STCP00929
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
OPV Coalition; et al. v. Fox Canyon Groundwater Management Agency; et al., Santa Barbara Superior Court Case No. VENCI00555357

D. APPOINTMENT ITEMS

1. City Manager Department
SUBJECT: Presentation by the County of Ventura on Vector Control.
RECOMMENDATION: That the City Council receive the verbal report regarding the Ventura County Resource Management Agency, Environmental Health Division Vector Control Program and provide comments.
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430
2. Public Works Department
SUBJECT: Presentation of the Parks, Recreation, and Community Services Commission Report.

RECOMMENDATION: That the City Council receive a presentation from the Parks, Recreation, and Community Services Commission.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

E. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of the Oxnard Housing Authority Education Scholarship Program.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Manager Department

SUBJECT: Local Government Fun Fact: Oxnard Education Attainment Statistics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Senior Services Commission (CAGs).

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Linda Calderon to the Senior Services Commission representing District 6.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2sZh0oerXFs>

July 27, 2023

PAGE 4

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. City Clerk DepartmentSUBJECT: Appointment of Member to Serve on the City's Senior Services Commission (CAGs).RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Naomi Ontiveros to the Senior Services Commission representing District 4.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/UP0eNfsune0>

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

3. City Manager DepartmentSUBJECT: City Council Resolution To Create A Volunteer Internship Program with Stipend.RECOMMENDATION: That the City Council adopt a resolution creating a volunteer internship program with a stipend.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/bPX25VIATLI>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

J. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

L. INFORMATION/CONSENT AGENDA1. City Clerk DepartmentSUBJECT: Approval of Minutes.RECOMMENDATION: That the City Council approve the minutes of the June 29, 2023 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police DepartmentSUBJECT: Resolution Commending Alex Arnett for over Thirty-Two Years of Service to the City of Oxnard.RECOMMENDATION: That the City Council adopt a resolution commending Alex Arnett for over thirty-two years of service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Police DepartmentSUBJECT: Resolution Commending Daniel Casson for over Thirty-Three Years of Service to the

July 27, 2023

PAGE 5

City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Daniel Casson for over thirty-three years of service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

4. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period January 1, 2023 through June 30, 2023.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

5. Police Department

SUBJECT: Military Equipment Policy and Ordinance.

RECOMMENDATION: That the City Council:

1. Find that each type of military equipment identified in the Oxnard Police Department's Annual Military Equipment Report complies with the standards set forth in Government Code Section 7071(d); and

2. Renew Ordinance 3014, continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

6. Police Department

SUBJECT: Office of Traffic Safety - STEP Grant.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$455,161.44 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2023-2024 Selective Traffic Enforcement Program (S.T.E.P.);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

7. Finance Department

SUBJECT: Fourth Amendment to Tyler Technologies Software as an ERP Service Agreement (A-8767) resulting in contract savings of \$606,502.00.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute a Fourth Amendment with Tyler Technologies Software as an ERP Service "SaaS" Agreement resulting in a net contract savings of \$606,502.

July 27, 2023

PAGE 6

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, 805-385-5400

8. Information Technology DepartmentSUBJECT: Second Amendment with Kore1 for IT Recruiting Services.RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$200,000 to \$500,000 through December 31, 2024, for information technology recruitment services.

Legislative Body: City Council

Contact: Robert Ruben, (805)385-7554

9. Fire DepartmentSUBJECT: Ratify submission of application for 2022 Emergency Management Performance Grant (EMPG) (In kind match of \$36,393 required).RECOMMENDATION: The Oxnard City Council adopt a resolution:

1. That ratifies the submission of a grant application to the Ventura County Office of Emergency Services for the 2022 Emergency Management Performance Grant (EMPG) in the amount of \$36,393 for the purpose of offsetting the salary and benefits of the Emergency Services Manager, and the required salary match of \$36,393;
2. That authorizes the City Manager or designee to execute the grant agreement if funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

10. Housing DepartmentSUBJECT: Transformative Climate Communities Grant ApplicationRECOMMENDATION: That the City Council:

1. Adopt a resolution:
 - a. authorizing the City Manager, or designee, to submit a Transformative Climate Communities Program grant application for \$2,400,000 in partnership with Many Mansions;
 - b. authorizing the City Manager, or designee, to execute and submit all grant documents including, but not limited to, applications, agreements, and payment requests, that may be necessary to carry out the purposes of the grant;
 - c. authorizing the Chief Financial Officer, or designee, to submit financial reports and grant claims, and approve budget appropriations for the use of the grant funds; and
 - d. authorizing the Housing Director, or designee, to submit non-financial reports; and
2. Authorize the City Manager, or his designee, to execute a conditional funding award letter, committing \$1,200,000 of HOME American Rescue Plan funding to Many Mansions for the construction of Aspire Apartments, an eighty-eight-unit mixed-use affordable rental housing project

located at 536-538 Meta Street.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

M. REPORTS

1. City Treasurer

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending June 30, 2023. (10 minutes)

RECOMMENDATION: That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/YqQphbLMU14>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. Housing Department

SUBJECT: Exclusive negotiation agreement between the City of Oxnard, the Parking Authority of the City of Oxnard and The Daly Group. (10 minutes)

RECOMMENDATION: That the City Council and the Board of the Parking Authority of the City of Oxnard authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with The Daly Group regarding the Social Security Administration Building (425 South B Street), North Fifth Street, and the surrounding surface parking between B and C Streets and Fourth Street in downtown Oxnard, otherwise known as "Plaza Park North".

(This item was not considered by a Council Committee. The development of Plaza Park North was included in the discussion with the City Council on April 4, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GT7IA6RD3NU>

Legislative Body: City Council and Oxnard Parking Authority

Contact: Emilio Ramirez, (805) 385-8094

3. Housing Department

SUBJECT: Grant of Easement to Southern California Edison on a portion of City owned property located at 251 South A Street in Downtown. (10 minutes)

RECOMMENDATION: That the City Council:

1. Grant a 409 square foot easement to Southern California Edison on the City-owned property located at 251 South A Street consistent with Exhibit A and Exhibit B; and
2. Authorize the City Manager to take all necessary actions to execute the easement, in consultation with the City Attorney's office.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/kbXcJ4YmejK>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Police Department

SUBJECT: Motorola Radio Purchase. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Oxnard Police Department to "piggyback" onto the County of Los Angeles Master Agreement No. MA-IS-2240228-1 with Motorola Solutions to purchase communication equipment, and authorize the Purchasing Agent to execute a purchase order in the amount of \$3,217,496.00 for the equipment purchase.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GnDol-wfmr8>

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. City Manager Department

SUBJECT: Ormond Beach Status Update. (10 minutes)

RECOMMENDATION: That the City Council:

1. Receive an update on the current status of Ormond Beach; and
2. Provide additional comments and indicate its support of the direction of the Ormond Beach Restoration and Public Access Project Plan (OBRAP) document.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/xfVZrNEF2Y8>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

6. City Manager Department

SUBJECT: Approval of a Funding Agreement between the City and the County of Ventura for the New Family Justice Center in Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the Mayor to execute a Funding Agreement with the County of Ventura for \$2,000,000 for the purchase of the building located at 554-555 South A Street for the Oxnard Family Justice Center; and
2. Authorize the City Manager or designee to execute the necessary actions to effectuate the transfer of funds.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ZAymUeygzkE>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS AGENDA ITEM NO. D.2

DATE: July 27, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Presentation of the Parks, Recreation, and Community Services Commission Report.

RECOMMENDATION

That the City Council receive a presentation from the Parks, Recreation, and Community Services Commission.

BACKGROUND

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

(identify accounts and remaining fund balance)

OR

There is no financial impact.

COMMITTEE OUTCOME

The _____ Committee approved 3-0 on DATE to approve the staff recommendation and to forward the item for Council approval.

OR

This item did not originate in Committee.

Prepared by:

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. I.1

DATE: July 27, 2023

TO: City Council

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Appointment of Member to Serve on the City's Senior Services Commission (CAGs).

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Linda Calderon to the Senior Services Commission representing District 6.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2sZh0oerXF8>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Senior Services Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before the appointment.

DISCUSSION

The Senior Services Commission analyzes, defines, and investigates issues and needs of senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.

The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Councilmember Valenzuela Zavala nominates Linda Calderon to represent D6, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies on the City's commissions, committees, and boards.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Linda Calderon Powerpoint (2)

Appointment of Member to Serve on the City's Senior Services Commission

City Council

July 27, 2023

Dee Lai, Assistant City Clerk

That the Mayor, with the approval of the City Council, appoint Linda Calderon to serve on the Senior Services Commission representing District 6.

SENIOR SERVICES COMMISSION

Function	The Senior Services Commission analyzes, defines, and investigates issues and needs of senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.
Requirements	The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday.
Nomination	Councilmember Valenzuela Zavala nominates Linda Calderon to represent D6.



THE END



CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. I.2

DATE: July 27, 2023

TO: City Council

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Appointment of Member to Serve on the City's Senior Services Commission (CAGs).

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Naomi Ontiveros to the Senior Services Commission representing District 4.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/UP0eNfsune0>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Senior Services Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before the appointment.

DISCUSSION

The Senior Services Commission analyzes, defines, and investigates issues and needs of senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.

The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Mayor Pro-Tem MacDonald nominates Naomi Ontiveros to represent D4, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies on the City's commissions, committees, and boards.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Naomi Ontiveros Powerpoint (2)

Appointment of Member to Serve on the City's Senior Services Commission

City Council

July 27, 2023

Dee Lai, Assistant City Clerk



That the Mayor, with the approval of the City Council, appoint Naomi Ontiveros to serve on the Senior Services Commission representing District 4.

SENIOR SERVICES COMMISSION

Function	The Senior Services Commission analyzes, defines, and investigates issues and needs of senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.
Requirements	The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday.
Nomination	Mayor Pro-Tem MacDonald nominates Naomi Ontiveros to represent D4.



THE END



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. I.3

DATE: July 27, 2023
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: City Council Resolution To Create A Volunteer Internship Program with Stipend.

RECOMMENDATION

That the City Council adopt a resolution creating a volunteer internship program with a stipend.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/bPX25VIATLI>

BACKGROUND

The City Council has already approved Resolution 14,726 in 2015 to become a “Linked Learning City” in support of providing student internship opportunities at City Hall.

DISCUSSION

Since 2015, City Hall has not had the capacity to properly host an internship program. This year, although we have made good progress on our financial recovery, we still do not have sufficient staffing across the board. This means we don’t have the personnel available to program, conduct, and supervise a cohort of interns. We can, however, provide for a few, individualized internships with specific focus, purpose, or assignments that have mutual benefit for students and City.

The proposed internship program would provide a stipend of \$333.00/month per student, with a maximum of three (3) months. Each internship will be focused on matching the student’s needs with the City’s. In some cases, it may meet the needs of the student’s school’s criteria.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard’s diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is sufficient funding in Fiscal Year 2023-24 in the amount of \$50,000 in the City Manager's general fund operating budget. This funding could provide an internship for up to 50 students each year at a maximum cost of \$50,000.

COMMITTEE OUTCOME

This item did not originate in Committee. Per Resolution 15,286 F.2, items that are already approved by Council that have continuing work can go straight to Council. The City Council authorized Resolution 14,726 in 2015.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. City Council Resolution No. 14,726
2. City Council Resolution Adoption of Internship Program

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,726

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD IN
SUPPORT OF THE ALLIANCE FOR LINKED LEARNING WITH THE OXNARD
UNION HIGH SCHOOL DISTRICT AND OFFICIALLY DECLARING OXNARD
TO BE A "LINKED LEARNING CITY."

WHEREAS, the City of Oxnard values our youth as one of our greatest resources and is committed to seeing that all youth receive quality education that will prepare them for success in college, career, and life; and

WHEREAS, the next generation of Oxnard youth will become the citizens and leaders of tomorrow and must be academically well prepared to meet the work-based challenges in order to succeed; and

WHEREAS, in 2012, the Board of Trustees of the OUHSD adopted the Linked Learning approach as a District-wide option to better prepare students for college, career, and life; and

WHEREAS, Linked Learning is a proven approach that is transforming education for California students by integrating rigorous academics with career-based learning and real world workplace experiences, as witnessed by a 96% graduation rate nationwide; and

WHEREAS, research demonstrates that students who complete a certified Linked Learning pathway earn more credits in the first three years of high school, report greater confidence in their life and career skills, and say they are experiencing more rigorous, integrated and relevant instruction; and

WHEREAS, by creating a workforce that is better equipped to succeed in postsecondary education programs and handle the jobs of the future by closing the skills gap, Linked Learning makes Oxnard and California more competitive while benefiting the state's businesses, tax base, and economy; and

WHEREAS, the Alliance for Linked Learning was formed after the OUHSD received a \$6 million grant from the California Career Pathways Trust Grant in 2014 and developed a collaboration with the Ventura County Civic Alliance to become the business intermediary on behalf of the OUHSD; and

WHEREAS, providing youth with work-based learning opportunities, fostering interest by young people in careers in municipal government and creating opportunities for community engagement and interaction is a high priority for the City of Oxnard; and

WHEREAS, in order for students to acquire the knowledge in global awareness, finance, economic, business, civic and entrepreneurial literacy that are necessary in the 21st Century, students must obtain written and oral communication, collaboration, critical thinking, problem solving, creativity, and innovative skills; and

WHEREAS, the Alliance for Linked Learning supports teaching a well-rounded rigorous curriculum including core subjects, life and career skills, learning and innovation skills, and information, media, and technology skills that will prepare students for higher education, careers, and civic engagement in the 21st century.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve that the City of Oxnard formally supports the Alliance for Linked Learning and declares the City of Oxnard to become the first "Linked Learning City" in the State of California by partnering with the schools and students in the OUHSD to advance the goals of the Alliance for Linked Learning approach, and the City of Oxnard will form an official partnership with OUHSD to encourage and facilitate work-based experiences such as internships, mentoring and job shadowing opportunities for students within Oxnard's public and private sectors, and the City's Educational Partnership Committee will bring city leadership together with local school and business leaders to discuss the opportunities for collaboration in these aforementioned areas, and the City of Oxnard will work collaboratively with the OUHSD to encourage and support our youth for college, career, and life.

PASSED AND ADOPTED THIS 24th day of March, 2015, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Padilla and Perello.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
PROVIDING AUTHORITY TO THE CITY MANAGER TO CREATE A
VOLUNTEER INTERNSHIP PROGRAM WITH STIPEND

WHEREAS, the City of Oxnard values our young people as one of our greatest resources and is committed to seeing that all youth have work opportunities that will help prepare them for success in college, career and life; and

WHEREAS, young people who are current high school students will become the citizens and leaders of tomorrow and must be well prepared to meet many challenges in order to succeed in the twenty-first century workplace; and

WHEREAS, the City of Oxnard desires to provide high school and college students with volunteer internship opportunities within the City that will expose them to local government that will promote civil engagement and potentially foster an interest in careers in local government; and

WHEREAS, the City will benefit from developing a volunteer internship program for students to create a pool of local school students who have an interest in working within their own community; and

WHEREAS, local students can be a resource for various City projects that may have a lasting impact on the residents of Oxnard; and

WHEREAS, to support local school students to participate in the City's internship program, the City will provide a stipend to those interns to cover their travel, food, clothing and other expenses they may incur as a result of participation in the program.

NOW, THEREFORE, the City Council resolves to grant the City Manager the authority to create a volunteer internship program for students within the City Manager's Office and to pay each intern a stipend to cover any expenses they may incur for participating in the program amounting to \$333.00 per month. No participant shall receive more than \$1,000.00 in a calendar year for participating in this program.

PASSED AND ADOPTED THIS _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: July 27, 2023
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the June 29, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 29 2023 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 29, 2023

A. **ROLL CALL, POSTING OF AGENDA**

At 4:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Councilmember Oscar Madrigal; Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Basua arrived at 4:48 p.m.

Councilmember Teran participated remotely from the following location: Hampton Inn Riverside Downtown (Business Center) located at 3505 Market Street, Riverside, California, 92501.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Denise Morehouse, Assistant Chief of Police; Timothy Kelley, Special Operations Commander; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Emilio Ramirez, Housing Director; Joe Pearson II, AICP, Planning and Environmental Services Manager; Tai P. Chau, PE, QSD/P, Supervising Civil Engineer; Javier Chagoyen-Lazaro, Chief Financial Officer; Lisa Baker, Assistant Human Resources Director; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Rachel Om, AICP, Senior Transportation Planner at Fehr & Peers; Chelsea Richer, AICP, Senior Associate at Fehr & Peers; and Will Sholy, MBA, PMP - Project Manager at People's Self-Help Housing participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS** (None received.)

C. **CLOSED SESSION (4:30 PM)**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code section 54956.9(d)(1))

Name of case: James Nelson v. City of Oxnard
Workers' Compensation Case No. ADJ14308129
Legislative Body: City Council

At 4:32 p.m., the City Council recessed to a closed session. At 5:01 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:00 PM)

1. Fire Department

SUBJECT: Emergency Management Training for Elected Officials.

RECOMMENDATION: To receive a presentation on the fundamentals of Emergency Management and the infrastructure designed to support inter-agency emergency response.

Scott Brewer, Emergency Services Manager introduced Tony Coletta, MPA, CEM, MPM - Senior Advisor with Jacob Green & Associates who provided a training session presentation to Council and staff about emergency management.

E. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the Pledge of Allegiance.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of Commendations to Ella Ochoa for Winning the 2023 National High School Mock Trial Championship as the best courtroom artist and to Monica Adrian for her years of dedication to the Mock Trail Program.

This item was pulled from the agenda and will be brought back to Council at a later date.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

City Manager Nguyen reminded residents that all fireworks are illegal in the City of Oxnard. To report fireworks, call the fireworks hotline at 805-394-5884.

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING
AUTHORITY BUSINESS/COMMITTEE REPORTS

Councilmember Valenzuela Zavala participated in the Oxnard LGBTQ+ Pride 2023 at Plaza Park Downtown Oxnard. He attended the Southwinds Neighborhood Access Resource Fair. He also attended the Mixteco/Indigena Community Organizing Project (MICOP) Annual Oxnard Guelaguetza Festival at Downtown Plaza Park.

Councilmember Perello wished everyone in the community a safe Independence Day. He attended the Ventura Regional Sanitation District (VRSD) meeting. He served and represented the City of Oxnard at the Fox Canyon Groundwater Management Agency meeting. He acknowledged the staff working on this project.

Mayor Pro Tem MacDonald attended the Gold Coast Transit District ribbon cutting ceremony for the new GO Now Microbus transit services at the Oxnard Transit Center. He provided an update on the Moorpark derailment. Amtrak says the Coast Starlight train was carrying 198 passengers and 13 member crew when it rammed into a public works truck on a raised gravel crossing.

Councilmember Basua wished everyone a safe 4th of July.

Councilmember Madrigal attended a meet and greet event with Steven D. Powell President and Chief Executive Officer of Southern California Edison at California State University Channel Islands (CSUCI). He also attended the Southwinds Neighborhood Access Resource Fair at Southwinds Park. He wished everyone in the community a safe Independence Day.

Councilmember Teran attended the Riverpark Neighborhood Council meeting who held their annual election. He congratulated the elected executive board. He also attended the Wagon Wheel Neighborhood Council meeting. He reminded the residents about being safe and the implications of fireworks during the 4th of July holiday. He also participated in the Oxnard LGBTQ+ Pride 2023 at Plaza Park Downtown Oxnard.

Mayor Zaragoza also attended the Gold Coast Transit District ribbon cutting ceremony for the new GO Now Microbus transit services at the Oxnard Transit Center. He also reminded the residents to stay safe during the 4th of July holiday.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Cultural Arts Commission (CAGs).

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Paloma Concordia to the Cultural Arts Commission representing District 2.

It was moved by Councilmember Teran, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran,

Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L.1 through L.6 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Patricia Brown (L.1 & L.4)

L. INFORMATION/CONSENT AGENDA

1. Public Works Department

SUBJECT: Second Amendment to Agreement 8791-19-PW with Kimley-Horn and Associates, Inc. for Professional Services for the Oxnard Saviers Traffic Signal Improvements Project (5 Signals).

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment with Kimley-Horn and Associates, Inc. in the amount of \$19,936 for a new not to exceed contract value of \$214,883 to continue to provide Professional Engineering Services associated with the Oxnard Saviers Traffic Signal Improvements Project (5 Signals), Project No. C1703, PW19-97.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

2. Public Works Department

SUBJECT: Fiscal Year 2022-23 Budget Appropriation Transfer for Mandalay Seawall Project.

RECOMMENDATION: That the City Council approve and authorize a budget appropriation transfer in the amount of \$179,500 from the FY 2022-23 General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

3. Human Resources Department

SUBJECT: Third Amendment to Agreement for Recruitment Services with Gallagher Benefit Services, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025, and increase the total amount by \$155,000 to \$355,000.

4. City Manager Department
SUBJECT: **Resolution #15,722** of Intention to Renew the Oxnard Tourism Marketing District.
RECOMMENDATION: That the City Council adopt **Resolution #15,722** of Intent initiating the process to renew the Oxnard Tourism Marketing District (OTMD).
5. Community Development Department
SUBJECT: Hemlock Street Partial Public Waterline Easement Vacation; Planning and Zoning (PZ) Permit No. 23-660-01.
RECOMMENDATION: That the City Council:
 1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
 2. Adopt **Resolution #15,723** to vacate its right, title and interest in the public waterline easement, on the two lots located at 4201 and 4211 West Hemlock Street; and
 3. Authorize the Mayor to sign the partial Quitclaim Deeds releasing City authority and/or rights to the waterline easement.
6. Community Development Department
SUBJECT: Deferred Development Impact Fee Agreement for Cypress Place at Garden City Project, Phase I.
RECOMMENDATION: That the Oxnard City Council approve and authorize the Mayor to execute an agreement with Cypress Place at Garden City, L.P. deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of \$880,466.10 for the Cypress Place at Garden City, Phase I, Project (PZ 20-200-14 & 20-535-02).

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Valenzuela Zavala, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

M. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year 2023-24 Utility Ratepayers Assistance Program (Project Assist) Update.
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution #15,724** for the Utility Ratepayers Assistance Program (Project

Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly \$25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing \$241,500 that has been paid to the City for late penalties charged to City utility customers.

(Public Works and Transportation Committee approved 3-0.)

Brian Yanez, Assistant Public Works Director presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Teran, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

2. Public Works Department

SUBJECT: Sustainable Transportation Plan.

RECOMMENDATION: That the City Council:

1. Provide comments on the Sustainable Transportation Plan; and

2. Adopt the Sustainable Transportation Plan.

(Public Works and Transportation Committee approved 2-0.)

Michael Wolfe, Public Works Director introduced Rachel Om, AICP, Senior Transportation Planner at Fehr & Peers who presented and answered questions. Chelsea Richer, AICP, Senior Associate at Fehr & Peers was also available to answer questions. Public comments were received from Patricia Brown, Bryan Rodriguez, and Daniela Aguirre. Discussion ensued among the Council and staff.

It was moved by Councilmember Valenzuela Zavala, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

3. Public Works Department

SUBJECT: First Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Containers and Parts.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. A-8368 with Toter, LLC in the amount of \$775,000 for a new total not to exceed \$1,525,000 for an additional two-year term ending May 28, 2025, for the replenishment of curbside containers and parts.

(Public Works and Transportation Committee approved 3-0.)

Brian Yanez, Assistant Public Works Director presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

4. Public Works Department

SUBJECT: Project Appropriation Transfers of Tax Allocation Bond (TAB) Proceeds.

RECOMMENDATION: That the City Council approve and authorize project appropriation transfers in the total amount of \$422,698 in the 2006 HERO Tax Allocation Bond (TAB) Proceeds from the Alleyways Project (#C2111) to the Council Chambers Project (#C2101) for \$171,500, Saviers Road Street Resurfacing Project (#C2002) for \$223,023 and Beck Park Basketball Court Upgrades Project (#C2106) for \$28,175 for the purpose of closing out completed projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director presented and answered questions. Public comments were received from Patricia Brown. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

5. Information Technology Department

SUBJECT: Third Amendment to Agreement A-8011 with Superion LLC, a CentralSquare Company, for Information Technology Software and Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of \$612,476 for FY23-24 with a new not-to-exceed total agreement amount of \$2,070,981 for information technology software and services.

(The Finance & Governance Committee approved 3-0 on June 13, 2023.)

Robert Ruben, Interim Chief Information Officer was available to answer questions. No public comments were received.

It was moved by Mayor Zaragoza, seconded by Councilmember Madrigal, to approve the

recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

6. Public Works Department

SUBJECT: Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed \$1,850,000 for a five-year term ending December 31, 2028 for ocean outfall monitoring services.

(Public Works and Transportation Committee approved 3-0.)

Joseph Marcinko, Assistant Public Works Director presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Zaragoza, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

7. Housing Department

SUBJECT: First Amendment to Lease with Teatro de Las Americas.

RECOMMENDATION: That the City Council:

1. Approve a First Amendment to Lease with Teatro de las Americas for the use of property owned by the City of Oxnard and located at 321 West Sixth Street; and
2. Authorize the City Manager to execute the First Amendment to Lease with Teatro de las Americas.

(The Community Services, Public Safety, Housing & Development Committee heard the item, and although they agreed 3-0 to forward the item to the City Council, they did not forward the item with a recommendation.)

Emilio Ramirez, Housing Director answered questions. No public comments were received.

It was moved by Mayor Pro Tem MacDonald, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

8. Police Department

SUBJECT: Police Department 2022 Military Equipment Use Report.

RECOMMENDATION: That the City Council receive and file this annual report of the Police Department's military equipment inventory and use.

Timothy Kelley, Special Operations Commander presented and answered questions. Police Chief Benites was also available to answer questions. Public comments were received from Bryan Rodriguez. Discussion ensued among the Council and staff. The report was received and filed. No formal action was required.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:09 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: July 27, 2023
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Resolution Commending Alex Arnett for over Thirty-Two Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Alex Arnett for over thirty-two years of service to the City of Oxnard Police Department.

BACKGROUND

On September 2, 2023, Commander Alex Arnett will retire, after over thirty-two years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

Alex Arnett began his law enforcement career with the City of Oxnard in September of 1990 as a traffic cadet. While working as a traffic cadet, he attended the Ventura County Police and Sheriff's Reserve Academy, and volunteered his time as a reserve police officer for the Port Hueneme Police Department. In January of 1996, he was hired as a police officer trainee for the Oxnard Police Department, and attended the Ventura County Criminal Justice Training Center, in Class 96-1. Alex Arnett has proudly served the community of Oxnard with honor and distinction in his advancement through the ranks, and to Police Commander in 2020.

Throughout his career, Commander Arnett held a wide variety of assignments within the Police Department, including: Patrol Officer, Field Training Officer, Domestic Violence and Sexual Assault Detective, Traffic Officer, Gang and Graffiti Detective, Peer Support Team Supervisor, Crisis Negotiation Team Supervisor, Volunteers in Policing Supervisor, Reserve Officer Program Coordinator, Recruiting Team Member, Patrol Sergeant, Violent Crimes Unit Supervisor, Major Crimes Unit Supervisor, Personnel and Training Unit Sergeant, Patrol Support Services Commander, and Investigative Services Bureau Commander.

Commander Arnett's contributions to the Police Department are many. He was a police motorcycle instructor, a RADAR and LIDAR instructor, a DUI investigations instructor, and a domestic violence instructor. He authored a grant which awarded the City funds from the Office of Traffic Safety to reduce DUI-related traffic collisions, and he organized and managed *Team Oxnard Police* in the Ventura Corporate Games, which won 1st place in its division for three years in a row.

Over the course of his career, Commander Arnett received numerous awards and commendations, including winning seven medals at the Pacific Grove Police Motorcycle Competition, winning a 1st place award in the 12th Annual Southwest Police Motorcycle Competition, 2011 Police Officer of the Year, 2012 Oxnard Knights of Columbus Public Safety Awards recipient, and the Oxnard Police Department's Supervisor of the Year in 2014.

We extend our best wishes to Commander Arnett on his retirement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Nellie Estrada, Administrative Assistant

ATTACHMENTS

1. Alex Arnett Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING ALEX ARNETT FOR OVER THIRTY-TWO YEARS OF
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Alex Arnett has given over thirty-two years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Alex Arnett began his law enforcement career in September of 1990 as a traffic cadet for the City of Oxnard. While working as a traffic cadet, he attended the Ventura County Police and Sheriff's Reserve Academy and volunteered his time as a reserve police officer for the Port Hueneme Police Department. In January of 1996, he was hired as a police officer trainee for the Oxnard Police Department and attended the Ventura County Criminal Justice Training Center, Class 96-1. Alex Arnett has proudly served the community of Oxnard with honor and distinction in his advancement to Police Commander in 2020; and

WHEREAS, throughout his career, Commander Arnett held a wide variety of assignments within the Police Department, including Patrol Officer, Field Training Officer, Domestic Violence and Sexual Assault Detective, Traffic Officer, Gang and Graffiti Detective, Peer Support Team Supervisor, Crisis Negotiation Team Supervisor, Volunteers in Policing Supervisor, Reserve Officer Program Coordinator, Recruiting Team Member, Patrol Sergeant, Violent Crimes Unit Supervisor, Major Crimes Unit Supervisor, Personnel and Training Unit Sergeant, Patrol Support Services Commander, and Investigative Services Bureau Commander; and

WHEREAS, Commander Arnett's contributions to the Police Department are many. He was a police motorcycle instructor, a RADAR and LIDAR instructor, a DUI instructor, and a domestic violence instructor, he authored a grant and was awarded funds from the Office of Traffic Safety to reduce DUI-related traffic collisions in the City of Oxnard, and he organized and managed Team Oxnard Police in the Ventura Corporate Games which won 1st place in Division B three years in a row; and

WHEREAS, over the course of his career, Commander Arnett has received numerous awards and commendations, including winning seven medals at the Pacific Grove Police Motorcycle Competition, winning a 1st place award in the 12th Annual Southwest Police Motorcycle Competition, 2011 Police Officer of the Year, 2012 Oxnard Knights of Columbus Public Safety Awards recipient, and the Oxnard Police Department's Supervisor of the Year in 2014; and

WHEREAS, Commander Arnett was raised in Oxnard and currently lives in Ventura. Through his positive interactions, he has earned the respect of his fellow Officers, City employees, and the community. He has developed countless friendships and partnerships within our City; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Commander Alex Arnett for over thirty-two years of dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 27th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.3

DATE: July 27, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Daniel Casson for over Thirty-Three Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Daniel Casson for over thirty-three years of service to the City of Oxnard Police Department.

BACKGROUND

Daniel Casson began his law enforcement career in 1989 as Custody Assistant for the Los Angeles Sheriff's Office. While working as a Custody Assistant, he attended the Ventura County Police and Sheriff's Reserve Academy, and volunteered his time as a Reserve Police Officer for the Oxnard Police Department. In January of 1995, he was hired as a Police Officer Trainee for the Oxnard Police Department, and attended the Fullerton Police Academy. Daniel Casson has proudly served the community of Oxnard with honor and distinction in his advancement to Police Corporal.

Throughout his career, Corporal Casson held a variety of assignments within the Police Department, including Patrol Officer, Reserve Field Training Officer, Graffiti Detective, Peer Support Team member, Bike Team Officer, K-9 Handler and K-9 Coordinator, with a total of over 22 years in the K-9 Unit.

Corporal Casson's contributions to the Police Department are many. He was board member and later President of the Oxnard Community K-9 Foundation for approximately 20 years; he was a board member for the California Narcotic Canine Association, and POST evaluator for police service dog certifications.

Over the course of his career, Corporal Casson has received numerous awards and commendations, including Reserve Officer of the Year in 1992, Phoenix PD K-9 Trail "Top Dog Award" in 2000, Chief's Award of Excellence in 2018, Rose Parade float with OPD Police Service Dog "JAX" in 2019, Vandenberg Air Force Base "War Dog Top place winner" in 2019, and "America's Top Dog" TV show winner of season two in 2021.

We extend our best wishes to Corporal Casson on his retirement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Nellie Estrada, Administrative Assistant

ATTACHMENTS

1. Daniel Casson Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING DANIEL CASSON FOR OVER THIRTY-THREE YEARS OF
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Daniel Casson has given over thirty-three years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Daniel Casson began his law enforcement career in 1989 as Custody Assistant for the Los Angeles Sheriff's Office. While working as a Custody Assistant, he attended the Ventura County Police and Sheriff's Reserve Academy and volunteered his time as a Reserve Police Officer for the Oxnard Police Department. In January of 1995, he was hired as a Police Officer Trainee for the Oxnard Police Department and attended the Fullerton Police Academy. Daniel Casson has proudly served the community of Oxnard with honor and distinction in his advancement to Police Corporal; and

WHEREAS, throughout his career, Corporal Casson held a variety of assignments within the Police Department, including Patrol Officer, Reserve Field Training Officer, Graffiti Detective, Peer Support Team, Bike Team Officer, K-9 Handler and K-9 Coordinator with a total of over 22 years in the K-9 Unit; and

WHEREAS, Corporal Casson's contributions to the Police Department are many. He was board member and later President of the Oxnard Community K-9 Foundation for approximately 20 years; he was a board member for California Narcotic Canine Association, and POST evaluator for police service dog certifications; and

WHEREAS, over the course of his career, Corporal Casson has received numerous awards and commendations, including Reserve Officer of the year in 1992, Phoenix PD K-9 Trail "Top Dog Award" in 2000, Chief's Award of Excellence in 2018, Rose Parade float with OPD Police Service Dog "JAX" in 2019, Vandenberg Air Force Base "War Dog Top place winner" in 2019, "America's Top Dog" TV show winner of season two in 2021; and

WHEREAS, Corporal Casson was raised in Simi Valley and currently lives in Moorpark. Through his positive interactions, he has earned the respect of his fellow Officers, City employees, and the community. He has developed countless friendships and partnerships within our City; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Corporal Daniel Casson for over thirty-three years of dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 27th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: July 27, 2023
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period January 1, 2023 through June 30, 2023.

(This item did not originate in Committee.)

BACKGROUND

Per City Code Chapter 4: Public Projects; Purchasing and Contracting allows the City Manager to approve any procurement contract or purchase order up to \$200,000 annually. Additionally, the City Manager may approve any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed \$200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between \$101,000 to \$200,000 annually (including all prior amendments) for the period between January 1, 2023 through June 30, 2023.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract List through June 30, 2023

City Manager Contract/Purchase Order List - January 1, 2023, through June 30, 2023									
Contracts/Purchase Orders from \$101,000 to \$200,000 Annually									
	Date CM approved	PO NO.	Contract No.	Vendor	Description	Value of item approved	Total Value	Notes	
1	1/19/2023	22300149	N/A	Downtown Oxnard Improvement Association	FY 2022-23 assessments for City-owned properties within the Oxnard Downtown Management District, per City Council Resolution No. 15,591	\$ 145,923.26	\$ 145,923.26		
2	2/22/2023	22300149-01	N/A	Downtown Oxnard Improvement Association	Change Order 1: Adding seven City-owned properties within the Oxnard Downtown Management District	\$ 4,339.67	\$ 150,323.26		
3	1/30/2023	N/A	32300240	Avasant, Inc.	Professional services agreement for consulting engagement for IT strategy and sourcing	\$ 149,000.00	\$ 149,000.00		
4	2/23/2023	N/A	32300233	Integrated Scanning of America, Inc.	Trade services agreement for document imaging services	\$ 175,000.00	\$ 175,000.00		
5	3/2/2023	N/A	9676-22-CA	John Stephen Lewis	First Amendment to professional services agreement for implementation of the rent stabilization program to extend the term to December 31, 2023 new NTE to \$199,000	\$ 49,000.00	\$ 199,000.00		
6	3/6/2023	N/A	32300155	Graphix, LLC	Trade services agreement for vehicle decal and wrap services for City vehicles	\$ 180,000.00	\$ 180,000.00		
7	3/23/2023	N/A	32300207	NBS	Professional services agreement for on-call administrative management services for Special Districts	\$ 150,000.00	\$ 150,000.00		
8	3/22/2023	N/A	9695-22-HO	The Salvation Army	Emergency Solutions Grants Agreement for 2021 AAP HESG- Street Outreach	\$ 101,730.00	\$ 101,730.00		
9	3/24/2023	N/A	32300198	Bodyworks Equipment, Inc.	Trade services agreement for Heli refuse truck repair and maintenance	\$ 180,000.00	\$ 180,000.00		
10	3/29/2023	N/A	32300289	K&S Lawn Mower Sales and Services	Trade services agreement for lawnmower & outdoor equipment parts, repair, & maintenance services	\$ 200,000.00	\$ 200,000.00		
11	3/29/2023	N/A	32300310	Marfer Ink, LLC dba Premium Printing	Trade services agreement for on-call printing services	\$ 200,000.00	\$ 200,000.00		
12	4/12/2023	N/A	9429-21-PW	EHS International, Inc.	First Amendment to trade services agreement for safety training for the Oxnard Wastewater Treatment Plant to add \$50,000 value of agreement from \$150,000 to \$200,000	\$ 50,000.00	\$ 200,000.00		
13	4/12/2023	N/A	32300340	Summit Air Conditioning & Heating	Contract for the Oxnard Water Treatment Plant and Advanced Water Purification Facility Heating Ventilation Air Conditioning (HVAC) Maintenance and Repair Services Project Specification No. PW23-80	\$ 175,000.00	\$ 175,000.00		
14	4/17/2023	N/A	32300108	Western Baler & Conveyor	Trade services agreement for on-call baler maintenance and repair services	\$ 150,000.00	\$ 150,000.00		
15	4/25/2023	N/A	32300157	Auto City Glass LLC	Trade services agreement for auto glass repair and replacement services	\$ 175,000.00	\$ 175,000.00		
16	4/25/2023	N/A	32300383	OJOS Trucking LLC dba AGT Trucking School	Trade services agreement for as needed commercial driver's license training	\$ 189,000.00	\$ 189,000.00		
17	5/3/2023	22300455	N/A	Six Flags Magic Mountain	2023 Gradnight Tickets	\$ 101,532.35	\$ 101,532.35		
18	5/8/2023	N/A	32300396	All Languages Interpreting and Translation	Trade services agreement for citywide translation and interpretation services	\$ 200,000.00	\$ 200,000.00		
19	6/7/2023	22300587	N/A	Exeloo Corporation	Storage fees for Exeloo restrooms	\$ 125,331.60	\$ 125,331.60		

20	6/14/2023	N/A	32300395	Cameron D. Duncan	and construction support services for seawall repairs for the block of walls from 3900 to 3966 West Hemlock Street	\$ 176,000.00	\$ 176,000.00	
21	6/14/2023	N/A	32300370	R.A. Atmore	Trade services agreement for on-call abatement	\$ 125,000.00	\$ 125,000.00	
22	6/20/2023	N/A	9675-22-CM	Aten Design Group, Inc.	First Amendment to professional services agreement for website design	\$ 30,050.00	\$ 200,000.00	



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: July 27, 2023
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Military Equipment Policy and Ordinance.

RECOMMENDATION

That the City Council:

1. Find that each type of military equipment identified in the Oxnard Police Department's Annual Military Equipment Report complies with the standards set forth in Government Code Section 7071(d); and
2. Renew Ordinance 3014, continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department.

BACKGROUND

Beginning on January 1, 2022, Assembly Bill 481 ("AB 481") was codified in Government Code sections 7070 through 7075. AB 481 mandates that Law Enforcement Agencies ("LEA") obtain approval from their governing body via the adoption of a "military equipment" use policy, by ordinance, before the LEA may be funded, may acquire, or use such equipment.

On June 7, 2022, the Oxnard City Council adopted the *Oxnard Police Department Military Equipment Use Policy* ("Policy") to allow the Oxnard Police Department to continue to use the equipment specified therein. The Policy exists in section 708 of the *Oxnard Police Department's Policy Manual*, and went into effect on July 6, 2022. The Policy also provides a description of the Police Department's military equipment inventory. The Policy is included with this report as Attachment A. This Policy is also available to the public on the Oxnard Police Department's website: <https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>.

California Government Code 7072 requires, after receiving approval for its military equipment use policy, an LEA must submit an annual military equipment report ("Report") providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The Report must include, at a minimum, the following information for the preceding calendar year for each type of military equipment:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.

- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Government Code Section 7071(e)(2) requires the City Council to determine that each type of military equipment identified in the Oxnard Police Department's ("OXPD") Report complies with statutory standards. The equipment is identified in the Report, which was presented to the Community Services, Public Safety, and Housing & Development City Council Committee on June 13, 2023, and then to the City Council on June 29, 2023. The Report can be found as Attachment B, as well as on the OPD's website at: <https://www.oxnardpd.org/wp-content/uploads/2023/07/2022-OXPD-Military-Equipment-Report.pdf>.

Additionally, Government Code Section 7072(b) requires the OXPD to hold at least one community engagement meeting within thirty (30) days of submitting the Report to the City Council. The OXPD met this requirement, and held a public meeting in the Oxnard City Council Chambers on July 12, 2023.

The City Council's previously adopted Ordinance 3014 ("Ordinance") is codified in Oxnard City Code Section 2-212 (A)-(E). Both this Oxnard City Code section and Government Code Section 7071(e)(1) require the City Council to annually review any ordinance adopted approving the funding, acquisition, or use of military equipment, and determine whether or not to renew such an ordinance. The Ordinance can be found as Attachment C to this report.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Benites, Police Chief

ATTACHMENTS

1. Attachment A: OXPD Military Equipment Policy and Inventory
2. Attachment B: OXPD 2022 Military Equipment Report
3. Attachment C: Oxnard Military Equipment Ordinance

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department, in this case the Oxnard City Council.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

708.2 POLICY

It is the policy of the Oxnard Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Oxnard Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment policy is submitted to the governing body, and is available on the Department website at least (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

Military Equipment

- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

708.5 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies must comply with their respective military equipment use policies when rendering assistance.

708.6 EXTRAORDINARY CIRCUMSTANCES

This policy also recognizes that there may be very limited or extreme instances where incidents of extraordinary nature could demand the need for incident commanders to authorize Department personnel to use equipment not specified in this policy. This decision must be influenced by the totality of the circumstances, including the due regard for the public's safety, officer safety, respecting civil rights, seriousness of the situation, and other information available at that time.

Should such extreme instances occur that call for members of this Department to use equipment not specified in this policy, the incident commander shall, if practical, notify the Chief of Police via the chain of command prior to deploying such equipment. Should such circumstances occur, the Chief of Police or his/her designee, shall notify the City Council as soon as practical, and indicate any such uses in the required annual report.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

708.9 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying "military equipment" for the Department. This inventory may include equipment the Oxnard Police Department does not currently possess but intends to acquire:

See attachment: [2023 Oxnard PD AB 481 Inventory.pdf](#)

Attachments

2023 Oxnard PD AB 481 Inventory .pdf

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Government Code Section 7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)	
Quantity Owned/Sought: 1 owned	Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.	
Manufacturer Product Description: <i>“The all-new DJI Matrice 300 RTK Commercial Drone System has created a new standard for the commercial drone industry. With inspiration from modern aviation systems, the DJI Matrice 300 RTK offers up to 55 minutes of flight time. The advanced flight control system, 6 Directional Sensing and Positioning systems, AI spot-checking, Smart Track, PinPoint, Location Sharing, and an all-new Primary Flight Display make the Matrice 300 RTK one of the most powerful and capable industrial platforms on the market.”</i>	
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications	
Fiscal Impacts: \$32,000 initial equipment purchase. The ongoing costs for software licensing and batteries will vary.	
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.	
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).	

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)	
Quantity Owned/Sought: 3 owned	Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.	
Manufacturer Product Description: <i>“The DJI Mavic II Enterprise features omnidirectional Vision Systems and Infrared Sensing Systems and comes with a fully stabilized 3-axis gimbal camera with an equivalent 24-48 mm 2x optical enterprise lens capable of shooting 4k videos and 12-megapixel photos that support up to 6x FHD zoom. DJI signature technologies, such as obstacle sensing and the advanced</i>	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

<i>pilot assistance system, help you capture complex shots effortlessly. Additional features like the built-in AirSense make you aware of your surrounding airspace, and password protection helps you maintain secure access to your aircraft and protect your data. The Mavic II Enterprise also has attachable modular accessories like the M2E spotlight, M2E Beacon, and M2E Speaker that are purpose-built for various applications. The Mavic II Enterprise boasts a maximum flight speed of 44.7 mph and a maximum flight time of 31 minutes."</i>
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: \$3,500 purchase price per unit. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90 day periods).

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)	
Quantity Owned/Sought: 3 owned	Lifespan: 100-150 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions.	
Manufacturer Product Description: <i>"The DJI Spark is a mini drone that features all of DJI's signature technologies, allowing you to seize the moment whenever you feel inspired. With intelligent flight control options, a mechanical gimbal, and a camera with incredible image quality, Spark empowers you to push your creative boundaries."</i>	
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications	
Fiscal Impacts: \$400 purchase price per unit. The ongoing costs for software licensing and batteries will vary.	
Legal/Procedural Rules Governing Use: <i>"Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the</i>	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610."

Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)	
Quantity Owned/Sought: 1 owned	Lifespan: Approximately 10 years
Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras, including a pan, tilt, zoom camera. The vehicle has night vision capability. A built-in speaker and microphone provide the ability to establish verbal communication.	
Manufacturer Product Description: <i>"The RoboteX Avatar robot Enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you have had a chance to assess the situation."</i>	
Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.	
Fiscal Impacts: \$12,433.87 initial purchase	
Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1	
Training Required: Only SWAT Team personnel are authorized to control the robot, and only after completing operator training.	

Government Code Section 7070(c)(2): Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers, and

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Government Code Section 7070(c)(3): High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.

Equipment Name: Armored rescue vehicle – CA Govt. Code §7070(c)(2)-(3)	
Quantity Owned/Sought: 2 owned	Lifespan: Approximately 20 years
Equipment Capabilities: Provides ballistic protection up to .50 caliber. Range: 100 miles.	
Manufacturer Product Description: <i>“The Lenco Bearcat is a four-wheeled, five-speed automatic transmission, diesel engine-powered vehicle with ballistic resistant glass and armor rated to .50 caliber.”</i>	
Purpose/Authorized Uses: Provides ballistic protection to accommodate the safe transport, security, and rescue of agency personnel and members of the public in high-risk incidents. Used to support tactical operations.	
Fiscal Impacts: \$265,000 initial cost; \$1,100 estimated average annual maintenance per unit.	
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver’s license. Refer to Oxnard Police Department Policy section 416.	
Training Required: Annual briefing training.	

Government Code Section 7070(c)(5): Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

Equipment Name: Large mobile command vehicles – CA Govt. Code §7070(c)(5)	
Quantity Owned/Sought: 2 owned	Lifespan: 80k - 100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.	
Manufacturer Product Description: <i>“Mattman”</i>	
Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.	
Fiscal Impacts: ~\$750,000 (replacement value)	
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver’s license.	
Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.	
Notes: These vehicles will be replaced and sold at auction during Fiscal Year 2023-24.	

Equipment Name: Large mobile command vehicles – CA Govt. Code §7070(c)(5)	
Quantity Owned/Sought: 1 owned	Lifespan: 80k - 100k miles

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: <i>Emergency Vehicles Inc.</i>
Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.
Fiscal Impacts: ~\$750,000
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver's license.
Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.
Notes: The purchase of this vehicle was approved by City Council on February 7, 2023. The vehicle is being built and scheduled to be delivered by the end of 2023.

Equipment Name: Mid-sized mobile command vehicles – CA Govt. Code §7070(c)(5)	
Quantity Owned/Sought: 2 owned	Lifespan: 80k - 100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.	
Manufacturer Product Description: <i>Mercedes Benz Sprinter Vans</i>	
Purpose/Authorized Uses: Both vans have been outfitted with communications equipment, computers, lighting, power, workstations, and secure storage cabinets. These vehicles provide a remote platform from which the Traffic Unit and Unmanned Aerial Services Unit can conduct operations.	
Fiscal Impacts: \$126,000 purchase price for both vehicles, \$30,000 - \$40,000 to outfit each vehicle with the necessary equipment.	
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver’s license.	
Training Required: Utilized by sworn personnel. Does not require additional training.	
Notes: City Council approved the acquisition of these vehicles on April 4, 2023.	

Equipment Name: DUI enforcement command trailer – CA Govt. Code §7070(c)(5)	
Quantity Owned/Sought: 1 owned	Lifespan: 20 years
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, lighting, and power.	
Manufacturer Product Description: <i>Garrett Custom Trailers 30’ box trailer</i>	
Purpose/Authorized Uses: Utilized by the Traffic Unit during DUI/ drug enforcement operations and educational programs.	
Fiscal Impacts: \$124,286.39	
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver’s license.	
Training Required: Drivers must attend training on hitching, driving, and backing the trailer.	
Notes: City Council approved the acquisition of these vehicles on April 4, 2023.	

Equipment Name: Small command vehicles – CA Govt. Code §7070(c)(5)

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Quantity Owned/Sought: 8 owned	Lifespan: 80k - 100k miles
Equipment Capabilities: Ford Explorer chassis patrol vehicle, equipped with additional radio, mobile data computer, dry erase boards, and storage cabinets. The vehicle has a range of approximately 300 miles.	
Manufacturer Product Description: <i>"Mid-size modular forward command post designed to meet the most demanding operational needs of the mobile field commander."</i>	
Purpose/Authorized Uses: Provides incident supervisors/managers the ability to coordinate and manage police resources during incidents.	
Fiscal Impacts: \$38,000 purchase price of the vehicle, \$3,374.19 cost to outfit the vehicle with equipment.	
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.	
Training Required: Utilized by sworn personnel of the rank of sergeant or higher. Does not require additional training.	

Government Code Section 7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

Equipment Name: Frangible breaching shotgun – CA Govt. Code §7070(c)(7)	
Quantity Owned/Sought: 2 owned	Lifespan: Approximately 25 years
Equipment Capabilities: The modified 12 gauge Remington 870 shotgun is designed to fire a copper or clay compressed frangible (brittle, fragile) projectile through door locking mechanisms and hinges. After defeating a door's hardware, the projectile disintegrates, mitigating the risk of potential injury to bystanders.	
Manufacturer Product Description: <i>"Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds."</i>	
Purpose/Authorized Uses: SWAT officers can quickly, safely, and effectively breach doors and gates during high-risk search warrant services and hostage rescues.	
Fiscal Impacts: Approximately \$800 per unit initial purchase. The ongoing cost of ammunition varies.	
Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 611 and the Oxnard Police Department SWAT Manual.	
Training Required: SWAT Team personnel are authorized to use the breaching shotgun after receiving the required training and have demonstrated the ability to utilize the tool safely and competently. SWAT Team personnel must undergo annual recertification and qualification.	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Government Code Section 7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

Equipment Name: 5.56mm Semi-Automatic Rifles and Ammunition - CA Govt. Code §7070(c)(10)		
Quantity Owned/Sought: 116 owned		Lifespan: Approximately 15 years
Equipment Capabilities: Semi-automatic rifles that fire a 5.56mm projectile.		
Manufacturer Product Description: <i>"The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle."</i>		
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: • Situations where the officer reasonably anticipates an armed encounter. • When an officer is faced with a situation that may require accurate and effective fire at long range. • Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. • When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. • When an officer reasonably believes a suspect may be wearing body armor. • When authorized or requested by a supervisor.		
Fiscal Impacts: The initial cost of equipment is approximately \$1,100 per rifle. The ongoing costs for ammunition vary, and maintenance is performed by Department staff.		
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.		
Training Required: Officers must successfully complete a CA POST-certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.		

Equipment Name: 5.56mm Semi-automatic Rifles and Ammunition - CA Govt. Code §7070(c)(10)		
Quantity Owned/Sought: 20 owned		Lifespan: Approximately 15 years
Equipment Capabilities: Semi-automatic rifle capable of firing a 5.56mm projectile.		
Manufacturer Product Description: <i>"The Sionics SAR-15 Lothar Walther German Stainless Steel Precision Barrel will give you unmatched accuracy as well as incredible accuracy at distance."</i>		
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: • Situations where the officer reasonably anticipates an armed encounter.		

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

• When an officer is faced with a situation that may require accurate and effective fire at long range. • Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. • When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. • When an officer reasonably believes a suspect may be wearing body armor. • When authorized or requested by a supervisor.
Fiscal Impacts: The initial cost of equipment is approximately \$1,100 per rifle. The ongoing costs for ammunition vary, and maintenance is performed by Department staff.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.
Training Required: Officers must successfully complete a CA POST-certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

Equipment Name: .308 caliber bolt-action Rifle and Ammunition - CA Govt. Code §7070(c)(10)	
Quantity Owned/Sought: 3 owned	Lifespan: Approximately 15 years
Equipment Capabilities: The Remington 700 Sniper Rifle fires a .308 caliber projectile at extended distances.	
Manufacturer Product Description: <i>"The Remington 700 is the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history."</i>	
Purpose/Authorized Uses: This rifle is exclusively authorized for use by a sniper-trained SWAT officer and may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be necessary. Examples of some general guidelines for deploying the rifle may include but are not limited to: • Situations where the officer reasonably anticipates an armed encounter. • When the officer is faced with a situation that may require accurate and effective fire at long range. • Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. • When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. • When an officer reasonably believes a suspect may be wearing body armor. • When authorized or requested by a supervisor.	
Fiscal Impacts: \$1,604.12 per rifle. The ongoing costs for ammunition vary, and maintenance is performed by Department staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, including Oxnard Police	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Department Policy Manual sections 300, 305, 310, 312, 314.7.3 and the Oxnard Police Department SWAT Manual.	
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST-certified sniper course and regular SWAT Sniper training and qualifications as required by law and policy.	
Notes: Three (3) Accuracy International AT Law Enforcement .308 caliber rifles were authorized to be purchased by City Council on April 4, 2023. These rifles will be purchased at the beginning of the fiscal year 2023-24. Once the department takes delivery, the three (3) Remington .308 caliber rifles will be taken out of service and sold.	
Equipment Name: .308 caliber bolt-action Rifle and Ammunition - CA Govt. Code §7070(c)(10)	
Quantity Owned/Sought: 6 owned	Lifespan: Approximately 15 years
Equipment Capabilities: Accuracy International AT Law Enforcement fires a .308 caliber projectile at extended distances.	
Manufacturer Product Description: <i>"The Accuracy International AT rifle series integrates the proven Accuracy International flat-bottomed, precision machined action that is epoxy bonded and bolted to a chassis with the best features of the AW and AE models to set a new standard of expectation for precision tactical rifles. The AT is a configurable, mission-adaptable, long-range tactical rifle system offered in 308/7.62 NATO."</i>	
Purpose/Authorized Uses: This rifle is authorized for use by a sniper-trained SWAT operator only and may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include but are not limited to: • Situations where the officer reasonably anticipates an armed encounter. • When the officer is faced with a situation that may require accurate and effective fire at long range. • Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. • When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. • When an officer reasonably believes a suspect may be wearing body armor. • When authorized or requested by a supervisor.	
Fiscal Impacts: \$6,651 per rifle. The ongoing costs for ammunition vary, and maintenance is conducted by Department staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, including sections 300, 305, 310, 312, 314.7.3, and the Oxnard Police Department SWAT Manual.	
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST-certified sniper course and regular SWAT Sniper training and qualifications as required by law and policy.	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Notes: City Council approved the purchase of three (3) additional rifles on April 4, 2023. These rifles will be purchased at the beginning of the fiscal year 2023-24 and will bring the total number of these rifles to six (6)

Government Code Section 7070(c)(12): “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

Equipment Name: “Flashbang” grenades - CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 124 owned	Lifespan: 5 years
Equipment: Produces 6-8 million candela of light and 175 decibels of sound	
Manufacturer Product Description: <i>“The Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces, the new 7290M is approximately 30% lighter than the 7290 but still has the same 175 decibel output of the 7290 and produces 6-8 million candela of light.”</i>	
<i>“The 7290-2 is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.”</i>	
Purpose/Authorized Uses: The light sound diversionary device (“flashbang”) is a less-lethal device used during high-risk search warrants, arrests of armed and violent suspects, and hostage rescues. An intense bright light and loud noise are created, temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.	
Fiscal Impacts: \$44.09 per unit (Model 7290M), \$59.32 per unit (Model 7290-2)	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual section 307. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel, K9 handlers, and former SWAT personnel assigned as patrol sergeants are authorized to carry light sound diversionary devices. All authorized personnel must attend a user's course taught by a POST-certified instructor and complete a qualification. Personnel must demonstrate proficiency and qualify annually.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 30 owned	Lifespan: 5 years
Equipment Capabilities: A “less lethal” tool used to compel violent/armed and barricaded suspects to exit structures when the circumstances are too hazardous for officers to enter. It may also be used to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Manufacturer Product Description: <i>“CTS 5230B - CS baffled canister grenade, pyrotechnic, low flame potential grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.”</i>	
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. It may also be used to disperse large, violent, and riotous crowds. Verbal warnings should precede its use when feasible.	
Fiscal Impacts: \$38.00 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel who are responsible for formulating chemical agent deployment plans must attend California POST-certified chemical agent school and recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 11 owned	Lifespan: 5 years
Equipment Capabilities: Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.	
Manufacturer Product Description: <i>“CS baffled canister grenade, pyrotechnic, low flame potential designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.”</i>	
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.	
Fiscal Impacts: \$38.00 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 17 owned	Lifespan: 5 years
Equipment Capabilities: 40mm short-range CS chemical agent round with an effective range of 75 yards.	
Manufacturer Product Description: <i>“Defense Technology 6282 40mm short-range CS chemical agent round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone.”</i>	
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	
Fiscal Impacts: \$34.55 per unit	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 7 owned	Lifespan: 5 years
Equipment Capabilities: Capable of delivering CS chemical agents quickly over a large area.	
Manufacturer Product Description: <i>“Defense Technology Triple Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart, allowing increased area coverage in a short period of time.”</i>	
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	
Fiscal Impacts: \$41.55 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 8 owned	Lifespan: 5 years
Equipment Capabilities: Small device capable of delivering a medium volume of CS chemical agent and smoke.	
Manufacturer Product Description: <i>“Defense Technology Pocket CS Grenade is a small, lightweight, easily carried device that provides a medium volume of chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling.”</i>	
Purpose/Authorized Uses: Less lethal device used to disperse a large smoke cloud with a medium volume of chemical agent. It is used by tactical teams in emergency situations to provide concealment, as well as a distraction during rescues of downed individuals and active shooter situations.	
Fiscal Impacts: \$19.20 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policies 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 5 owned	Lifespan: 5 years
Equipment Capabilities: Capable of quickly delivering a large volume of CS chemical agent to disperse violent crowds.	
Manufacturer Product Description: <i>“Defense Technology Riot Control CS is designed specifically for outdoor use in crowd control situations. The Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds.”</i>	
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	
Fiscal Impacts: \$27.05 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 8 owned	Lifespan: 5 years
Equipment Capabilities: Non-burning munition used to introduce CS chemical agents through doors and windows.	
Manufacturer Product Description: <i>“Defense Technology CS ferret is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial.”</i>	
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should proceed with its use when feasible.	
Fiscal Impacts: \$20.55 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Quantity Owned/Sought: 18 owned	Lifespan: 5 years
Equipment Capabilities: Capable of delivering a large volume of Oleoresin Capsicum (OC) chemical agent in the form of mist.	
Manufacturer Product Description: <i>"Defense Technology OC vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist."</i>	
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.	
Fiscal Impacts: \$44.45 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.	

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 10 owned	Lifespan: 5 years
Equipment Capabilities: Capable of delivering OC and CS chemical agent in vapor form.	
Manufacturer Product Description: <i>"Defense Technology OC/CS vapor is a unique grenade delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination."</i>	
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.	
Fiscal Impacts: \$53.10 per unit	
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.	
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.	

Equipment Name: Pepper launcher/pepper balls - CA Govt. Code §7070(c)(12)	
Quantity Owned/Sought: 11 launchers owned	Lifespan: Approximately 15 years
Equipment Capabilities: The Pepperball launcher uses compressed CO2 to shoot hard plastic frangible (fragile, breakable) spheres, each weighing 2.5 grams. The spheres contain Pava powder. The effective range for direct impact of an individual is 30 feet; the effective range is 150 feet for area saturation.	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Manufacturer Product Description: <i>“The need for non-lethal options in daily patrol, crowd management, corrections, and other situations has never been greater. PepperBall, as the leading non-lethal option, allows officers to maintain distance from crowds and individual assailants. This reduces risk while enhancing the capability of officers to limit or control escalation, to repel or temporarily incapacitate threats, and to keep themselves and the public safe while performing their duties.”</i>
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The pepperball is a “less lethal” device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.
Fiscal Impacts: \$499 per launcher. The ongoing costs for ammunition will vary, and maintenance is conducted by Department staff.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor’s course; annual recertification, including qualifications, are required by all operators.

Government Code Section 7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

Equipment Name: 40mm Less Lethal Launchers and Kinetic Energy Munitions - CA Govt. Code §7070(c)(14)	
Quantity Owned/Sought: 4 owned	Lifespan: Approximately 15 years
Equipment Capabilities: The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, as well as chemical agents.	
Manufacturer Product Description: <i>“Penn Arms 40MM launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers.”</i>	
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a “less lethal” use of force option, which serves as an additional option to mitigate the possibility of using lethal force.	
Fiscal Impacts: \$3,400 initial purchase per launcher, \$2,500 initial purchase of 40mm projectiles. The ongoing cost for munitions will vary.	
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, primarily Oxnard Police Department Policy Manual sections 300 and 308.	

ATTACHMENT TO OXNARD POLICE DEPARTMENT POLICY MANUAL

POLICY MANUAL SECTION 708:

INVENTORY OF MILITARY EQUIPMENT

Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor's course; annual recertification, including qualifications by demonstrated use in a training environment, are required of all operators.

Equipment Name: Less lethal shotgun - CA Govt. Code §7070(c)(14)	
Quantity Owned/Sought: 25 owned	Lifespan: Approximately 20 years
Equipment Capabilities: The Model 2581 Super-sock is a less-lethal impact munition fired from a standard 12 gauge shotgun. The super-sock projectile is a fabric bag filled with lead shot. The effective range is 75 feet.	
Manufacturer Product Description: <i>"The Super-Sock is first in its class, providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. The effective range is 75 feet."</i>	
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The pepperball is a "less lethal" device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.	
Fiscal Impacts: The 12 gauge shotguns used to deploy the Super-Sock impact munition are re-purposed Remington 870 shotguns taken from the Oxnard Police Department inventory. Approximately \$35.50 for a box of 5 Super-Sock projectiles. The ongoing costs for ammunition will vary, and maintenance is conducted by Department staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.	
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor's course; annual recertification, including qualifications, are required by all operators.	



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.8

DATE: June 29, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Police Department 2022 Military Equipment Use Report. (15 minutes)

RECOMMENDATION

That the City Council receive and file this annual report of the Police Department's military equipment inventory and use.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jowPrnbh12U>

BACKGROUND

Beginning on January 1, 2022, AB 481 was codified in Government Code sections 7070 through 7075. AB 481 mandated Law Enforcement Agencies (LEA) to obtain approval from their applicable governing body via the adoption of a "military equipment" use policy by ordinance before the LEA funded, acquired, or used such equipment.

On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy to allow the Oxnard Police Department to continue to use the equipment specified therein. The Policy exists in section 708 of the *Oxnard Police Department's Policy Manual* and went into effect on July 6, 2022. This policy is available to the public on the Oxnard Police Department's website: (<https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>).

California Government Code 7072 requires, after receiving approval for its military equipment use policy, the law enforcement agency must submit an annual military equipment report providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The report must include, at a minimum, the following information for the immediately preceding calendar year for each type of military equipment:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of the military equipment use policy, and any actions taken in response.

- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Since the Oxnard Police Department's military equipment policy did not go into effect until July 6, 2022, this year's report will include information gathered from that date until December 31, 2022. Future reports will include information for entire calendar years.

California Government Code 7070(c)1 - Unmanned, remotely piloted, powered aerial or ground vehicles.

The Oxnard Police Department has deployed unmanned aerial vehicles (UAV) since 2019. UAS systems are easily deployable and can perform many functions that a helicopter would serve at a fraction of the cost. The use of UAVs has proven to be an invaluable tool for the Department and are frequently used for several missions, including; crime scene documentation (photographing, videoing, and creating 3D diagrams), conducting area searches in an attempt to locate missing or wanted individuals, inspecting hazardous materials and or explosives, and providing real-time situational awareness during high-risk SWAT operations.



All of the Oxnard Police Department's Unmanned Aerial Systems (UAS) Unit personnel receive initial and ongoing training to operate this equipment, must pass a certification course, and must earn a certificate from the Federal Aviation Administration. All UAS flights are documented with flight logs, and the Police Department's policy expressly forbids arming or weaponizing such equipment. There are no reasonable alternatives that can perform the functions served by this equipment. Using UAVs has significantly mitigated the risk to officers during high-risk incidents.

During this reporting period, one Sergeant attended the required training course to pilot these aircraft. The cost of this training was \$1,500.00. Except for this training, no other funds were spent on training or equipment. The equipment currently being used by the UAS Unit was purchased before the passage of AB 481.

During this reporting period, the Police Department utilized UAVs fifty-one (51) times. Below is a breakdown of how this equipment was utilized.

July 6, 2022 - December 31, 2022

Field Operation Support (e.g., area searches)	15
Tactical Assists	12
Crime Scene Documentation	12
Special Event Support	4
Search and Rescue	1
Training	7
Total	51

The Department did not receive any complaints regarding the use of this equipment.

Unmanned ground robotic vehicles are small, battery-operated, remote-controlled vehicles equipped with cameras and a two-way communication system.

The Department possesses one of these types of vehicles and is utilized by the SWAT Team. This small robot is used to enter structures to locate violent, often armed, subjects wanted for violent crimes. Using this robot prevents officers from entering a building and potentially becoming engaged in a lethal force encounter. The robot's two-way communications system allows officers to communicate and hopefully negotiate a suspect's surrender. This robot is only used to enter residences after obtaining a search warrant.

There are no ongoing costs associated with this equipment. The required training needed to operate this equipment is provided to SWAT officers by Department members. There were no maintenance costs associated with this item during this reporting period.

The robot was not used during this reporting period, and the Department did not receive any complaints regarding the use of this equipment.

California Government Code 7070(c)2- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.

The Police Department owns two Lenco Bearcat armored vehicles. The first vehicle was purchased in 2000, and the Oxnard Police Department K9 Foundation donated the second in 2022. These vehicles are purpose-built for civilian police departments and are built on commercially available Ford heavy-duty truck chassis.

These vehicles are invaluable tools for officers during high-risk incidents. These vehicles allow officers to utilize de-escalation tactics utilizing the ballistic protection that these vehicles provide.

The SWAT Team routinely uses both vehicles during high-risk search warrants and other high-risk incidents. The SWAT Team uses personnel from the Oxnard City Fire Department assigned to operate as Tactical Emergency Medical Services (TEMS) personnel. These TEMS personnel are unarmed; however, because of the safety provided by these vehicles, they can closely work with SWAT personnel from the relative safety of these vehicles. Having TEMS personnel located with SWAT personnel allows them to quickly treat any injuries to officers, suspects, or community members.

The only ongoing costs associated with these vehicles are preventative maintenance (brake replacement, oil changes, etc.) and fuel costs. The chart below shows the annual operating costs for these two vehicles. This cost includes maintenance, fuel, and mechanical repairs.

3 Year Cost Review by Department

YTD Costs calculated by: CALENDAR YEAR
Exclude User Caused Costs: NO
All Life Cycle Statuses
Equipment Unit(s): 06078, 21800
Department(s): POLICE-CP
All Maintenance Classes



		2020	2021	2022	2023	Total
06078	Internal PM Cost	\$0.00	\$143.38	\$304.18	\$176.41	\$623.97
	Internal Repair Cost	\$268.00	\$479.72	\$1,651.55	\$0.00	\$2,399.27
	Cml PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Repair Cost	\$4,716.82	\$0.00	\$0.00	\$0.00	\$4,716.82
	Cml Misc Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fuel Cost	\$201.56	\$509.73	\$457.62	\$416.60	\$1,585.51
21800	Internal PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Internal Repair Cost	\$0.00	\$0.00	\$6,393.70	\$0.00	\$6,393.70
	Cml PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Repair Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Misc Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fuel Cost	\$0.00	\$0.00	\$368.49	\$516.48	\$884.97

The Department used these armored vehicles thirteen (13) times during this reporting period. In every instance, they were used by the SWAT Team during high-risk situations, including high-risk search and arrest warrant services and suspect barricades. During several of these incidents, the suspects were wanted for particularly violent crimes, including homicide and assault with a deadly weapon. Using these vehicles allowed officers to bring these incidents to a safe conclusion without using deadly force.



The Department did not receive any complaints regarding the use of this equipment.

California Government Code 7070(c)4- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

Although the Department does not have any of these vehicles in its inventory, the Ventura County Sheriff's Department does possess one. It does make it available for use by other agencies in the County, including Oxnard.

The Ventura County Sheriff's Department owns a small Caterpillar front loader called the "Rook." This small tractor is armored, providing high ballistic protection. It is also equipped with several implements, including a large ballistic platform, a device to introduce chemical irritants into structures when dealing with barricaded suspects, and an implement that allows it to open doors and windows forcibly. The Rook is only used during unusually high-risk incidents and often when a suspect is barricaded and believed to be armed with a firearm. The Rook allows SWAT Team officers to safely use various less lethal tools when attempting to take a wanted suspect into custody. Although it is not frequently used, the times it was used proved invaluable, and had it not been available, officers would have had to put themselves into a great deal of danger.

The "Rook" is owned, maintained, and operated by the Ventura County Sheriff's Department; therefore, there is no cost to the City of Oxnard associated with this equipment.

The Oxnard Police Department SWAT Team requested and used the Rook on two (2) occasions during this reporting period. One of those occasions involved a suspect that was wanted in connection with an armed home invasion robbery and homicide who had barricaded himself inside an apartment. The second occasion involved a suspect wanted for criminal threats and for having brandished multiple people with a deadly weapon.

The Department did not receive any complaints regarding the use of this equipment.

California Government Code 7070(c)5- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

The Police Department currently possesses six (6) vehicles that would fall under the category of "command and control vehicles"; one (1) large mobile command vehicle, one (1) mid-sized SWAT command vehicle, and four (4) Ford Explorer sport utility vehicles. Although these vehicles are technically considered "military equipment" under the statute, these vehicles are commercially sold vehicles used to assist the Department with managing large-scale incidents.

For reporting "use," the Department has only included large-scale, protracted operations such as SWAT incidents when reporting the number of uses for the small command and control vehicles. The Ford Explorers are driven daily and are therefore in "use" in literal terms; however, it is the interpretation of the Police Department that "use" would be defined as explicitly being used for command and control purposes under the spirit of the law.

Command vehicles were used eleven (11) times during this reporting period. This included several incidents involving barricaded suspects and several high-risk warrant services served by the Department's SWAT Team. The Department did not receive any complaints regarding the use of this equipment.

The large mobile command vehicle was used fourteen (14) times during this reporting period. Uses included community events, major crime scene investigations, and DUI checkpoints.



After the initial purchase, the only costs associated with these vehicles are for fuel and maintenance. The City of Oxnard Public Works Fleet Services Division maintains these vehicles.



California Government Code 7070(c)7- Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

The SWAT Team has two shotguns in its inventory designed to defeat locked doors. These shotguns use a frangible slug composed of clay. This frangible slug is designed to defeat the locking hardware of doors without penetrating past the door. This mitigates the risk to anyone who may be located inside. These devices are used by SWAT Team members to quickly defeat locks during those incidents where officers need to gain quick access to a structure. This would most often be during a hostage or active assailant incident.

The Department conducts the training required to use this equipment, and there is no cost associated

with this training. The SWAT Team has had this equipment in its inventory for many years, requiring little maintenance. There were no costs associated with these shotguns during this reporting period.

During this reporting period, the Police Department did not use any breaching shotguns. The Department did not receive any complaints regarding the use of this equipment.

California Government Code 7070(c)10- Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

The Department does utilize 5.56mm rifles. These rifles are assigned to SWAT Team personnel and other sworn personnel who have received the requisite training and completed a qualification course. Officers may deploy these rifles when the circumstances lead officers to reasonably expect that using the rifle may become necessary. Examples of situations, when officers may deploy rifles, include but are not limited to:

Situations where the officer reasonably anticipates an armed encounter

- When an officer is faced with a situation that may require accurate and effective fire at long range
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage
- When an officer reasonably believes that a suspect may be wearing body armor.

Officers assigned to carry rifles must successfully re-qualify with their rifles bi-annually.

During this reporting period, nineteen (19) officers attended a 3-day Peace Officers Standards and Training certified school. This school is a requisite and must be completed by officers assigned to carry a rifle. The Ventura County Sheriff's Department hosted this course at no cost to the Oxnard Police Department. Repairs and maintenance for these weapons are performed by certified armorers from the Oxnard Police Department's Range Safety Unit. The only ongoing cost of these rifles is the ammunition required for training and qualification. The approximate annual cost of the ammunition used by these rifles is \$57,000.

The California Peace Officers Standards and Training (POST) defines the intentional pointing of a firearm at a member of the public as a reportable use of force. Anytime a rifle is intentionally pointed at a member of the public by Department officers, this incident is documented, including the circumstances necessitating the need to point the weapon. All reportable use of force reports is recorded and logged by the Professional Standards Unit.

During this reporting period, eighty-four (84) rifles were pointed on twenty-five (25) occasions. Except for training, these rifles were not fired during this reporting period. The Department did not receive any complaints regarding the use of this equipment.

The SWAT Team has six (6) .308 caliber precision rifles, commonly referred to as "sniper rifles," in its inventory. A small select group of SWAT officers utilizes these rifles. These rifles are used

during high-risk tactical incidents involving armed and violent suspects. Sniper rifles allow SWAT officers to deliver accurate fire from both short and long ranges when deadly force is required to protect the lives of community members and officers, and no other means of force is feasible.

SWAT officers assigned to carry these rifles receive extensive training, including a mandatory POST-certified 40-hour school. Two SWAT officers attended a POST-40-hour Precision Rifle course during this reporting period. The cost of this training was \$350.00 per officer. To maintain proficiency, officers train with and qualify with these rifles monthly.

As is the case with other firearms used by members of the Department, anytime an officer intentionally points this type of rifle at a member of the public. It is considered a reportable use of force and is tracked by the Professional Standards Unit. During this reporting period, precision rifles were pointed four (4) times. Except for training, these rifles were not fired during this reporting period.

California Government Code 7070(c)12- 'Flashbang' grenades and explosive breaching tools, 'tear gas,' and 'pepper balls,' excluding standard, service-issued handheld pepper spray.

Light, sound diversionary devices, commonly called "flashbangs," are used by SWAT Team members and during high-risk incidents. They are a less-lethal tool that emits an intense light and loud sound to disorient a suspect or divert their attention from officers. The Department's SWAT Team has successfully used this tool for several decades. Often, using these devices causes enough of a distraction to suspects that officers can employ other less-lethal tools or de-escalation techniques. These devices are frequently used to distract a suspect's attention away from a door during those incidents, such as a barricaded suspect, where officers must open a door forcibly. This significantly reduces the risk to officers when dealing with potentially violent individuals.

All personnel authorized to use light, sound, and diversionary devices attend mandatory training, which includes a qualification course. POST-certified Department members provide this training. No costs were associated with light, sound, and diversionary devices during this reporting period.

Light and sound diversionary devices were used fourteen (14) times during this reporting period. Incidents where these devices were used, included barricaded suspects and high-risk search and arrest warrant services.

The Department did not receive any complaints regarding the use of this equipment.



The SWAT Team also utilizes chemical agents, more commonly known as teargas. Chemical agents are a less lethal tool that gives officers the ability to force a barricaded suspect from a structure or vehicle, preventing officers from having to enter and potentially becoming involved in a violent encounter. The use of chemical agents is limited to use by the SWAT Team. Exposure to this chemical irritant is physically uncomfortable, but the effects are brief and quickly subside once an individual is moved from the area where it has been introduced.

All SWAT officers receive training on the use of chemical agents and must demonstrate proficiency with this equipment before being authorized to use it. This training is provided by POST-certified Department personnel. There were no costs associated with chemical agents during this reporting period.

During this reporting period, chemical agents were utilized three (3) times. Each incident involved a felony wanted suspect who was barricaded in a residence.



The Police Department received one (1) complaint concerning an incident that occurred on September 2, 2022. On that date, Oxnard SWAT Team members assisted the Ventura County Sheriff's Department with an effort to arrest a suspect who was involved in an armed robbery at a business in Thousand Oaks. The suspect was located at an address in the City of Port Hueneme. The suspect refused to exit the residence, and barricaded himself inside an attic. After numerous unsuccessful attempts to gain the suspect's compliance for him to exit and surrender, chemical agents were introduced into the house. The suspect exited the residence after the chemical agent deployment, and was taken into custody. Although SWAT officers knew there was an elementary school nearby (about a block's distance away), they believed that given the time of day, the school was no longer occupied. Unbeknownst to officers, some staff members were still on campus. Due to the wind conditions, some school staff sensed residual chemical agents in the air. A few staff members were slightly exposed to the chemical agents, resulting in watery eyes and sneezing. These effects subsided quickly and did not require any medical intervention. No students were on campus at the time. Since this incident, the Special Operations Commander has worked with the school districts to develop a protocol to notify schools of future SWAT operations. The SWAT Team is also aware that many schools have after-school programs, and are mindful that campuses may still be occupied even when school is no longer in session.

The Department does utilize the pepperball launcher as one of its less-lethal weapons. Pepperballs are small spheres containing a chemical irritant (OC powder). The spheres are fired from a launcher using compressed air. The spheres are designed to break upon impacting a suspect, exposing the suspect to the chemical irritant. Pepperballs are one of several less-lethal tools used to overcome a

resistant violent suspect without the need to resort to the use of lethal force.

Before carrying this less lethal system, officers must attend a mandatory user course and complete a qualification course. This training is provided by POST-certified Department personnel. There were no costs associated with this equipment during this reporting period.

During this reporting period, the Police Department did not use any pepperballs. The Department did not receive any complaints regarding the use of this equipment.

Government Code 7070(c)14- The following projectile launch platforms and their associated munitions: 40mm projectile launchers, 'bean bag,' rubber bullet, and specialty impact munition (SIM) weapons.

The Oxnard Police Department utilizes several less-lethal weapons, including 40mm projectile launchers and less-lethal shotguns that fire “bean bag” impact munitions. These less-lethal tools allow officers to engage violent, potentially armed suspects from a safe distance, allowing officers to attempt de-escalation techniques. These types of less-lethal projectiles often prevent officers from using lethal force.



During this reporting period, officers utilized the less-lethal shotgun on five (5) occasions and the 40mm projectile on three (3) occasions.

Any time a less lethal projectile is deployed, regardless of whether or not it strikes the suspect, the circumstances of the incident are thoroughly investigated by the Oxnard Police Department Professional Standards Unit to determine whether or not the use of the weapon was within policy.

The Department did not receive any complaints regarding the use of this equipment.



Future Military Equipment Acquisitions

As part of the annual military equipment use report, Government Code 7070 requires the Police Department to disclose any equipment deemed military equipment under this statute that the Department intends to acquire, including the number and type sought, during the next reporting period.

The Department intends to acquire the following equipment during the 2023 calendar year:

- **Mobile Command Vehicle-** On February 7, 2023, the City Council approved the purchase of a new mobile command vehicle. \$750,000 of American Rescue Plan Act (ARPA) funds were made available for this purchase. This vehicle will replace two existing mobile command vehicles. Due to evolving technologies, the equipment in these vehicles has become antiquated and no longer able to function adequately. Once the Department takes delivery of the new command vehicle, the two existing vehicles will be sold or auctioned.

The City Council approved the acquisition of the following items on April 4, 2023:

- **DUI Enforcement Command Trailer-** The Department will outfit a thirty-foot trailer to serve as a command center during DUI enforcement operations. The Department's Traffic Unit will utilize the trailer. It will assist the Department with its ongoing goal of reducing DUI and drug-related traffic collisions in the City through enforcement and education. The trailer will be outfitted with communications equipment, computers, workstations, lighting, etc. The cost to outfit the trailer will be \$124,286.39 and will be funded using California Highway Patrol Cannabis Tax Fund Grant monies.
- **Unmanned Aerial Vehicle Response Van-** The Department's Unmanned Aerial Systems (UAS) systems unit recently acquired a Mercedes Benz Sprinter Van. This van will be outfitted with communications equipment, computers, and monitors and will serve as a mobile command center for the UAS unit. The van will allow UAS members to respond quickly to incidents and provide a safe and secure work location for unit members to conduct operations. The van will also provide a secure location to store sensitive equipment. The approximate cost to outfit the van is \$35,000 to \$40,000 and will be paid using monies from the California Supplemental Law Enforcement Services Fund (SLESF). Additionally, the UAS Unit intends to purchase batteries and UAVs to replace damaged and worn equipment during the 2023 calendar year. The estimated cost of this equipment is \$25,000. The Police Department will seek Council's approval for these purchases in 2023.
- **Traffic Collision Response Van-** The Traffic Unit will be outfitting a Mercedes Benz Sprinter Van and will be used to respond to major traffic collisions and other significant investigations. This van will be equipped with workstations, computers, radios, and lighting and will store sensitive equipment for documenting crime scenes. The cost to outfit the van will be \$26,693.99 and will be paid using funds from the Ventura County Service Authority for Freeway Emergencies (V.C. SAFE).
- **Patrol Sergeant Command Vehicles-** The Department will purchase three (3) patrol vehicles to serve as patrol sergeant command vehicles. These vehicles will have additional radios, computers, and dry-erase boards. These vehicles will be replacing three (3) existing patrol cars in the Police Department's fleet that have reached the end of their service lives. These vehicles will be purchased through the Enterprise Lease Management Agreement (A-8136) Plan.
- **Precision Rifles-** The Police Department's SWAT Team will purchase three (3) .308 caliber precision rifles, commonly called sniper rifles. These rifles will replace three (3) rifles currently in the SWAT Team's inventory that have reached the end of their service lives. The rifles cost approximately \$20,000 and will be funded using Asset Forfeiture money.

- **Chemical Agents-** The SWAT Team will purchase CS chemical agents, known as tear gas, to replenish its inventory. The cost of these chemical agents is \$2,173.03 and will be paid for by the Oxnard Police Department's Ordinance Budget.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 13, 2023, to approve the staff recommendation and to forward the item for Council consideration.

Prepared by: Timothy Kelley, Police Commander

ATTACHMENTS

1. 2022 Military Equipment Use Report .pptx (4)

SEC. 2-212. MILITARY EQUIPMENT POLICY.

(A) The city council hereby adopts Oxnard police department Policy Manual Section 708 (the “policy”) which shall govern the use of military equipment by the Oxnard police department. The policy may be amended by the police chief or his/her designee, subject to city council approval.

(B) The policy shall be made publicly available on the Oxnard police department’s website for as long as the military equipment is available for use or as otherwise ordained by the city council.

(C) The Oxnard police department shall submit an annual military equipment report to the city council containing the information required by Cal. Gov’t Code, Section 7072 and the city council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Cal. Gov’t Code, Section 7071(d).

(D) The city council shall on an annual basis and at a regular meeting thereof review this section and vote on whether to renew it pursuant to Cal. Gov’t Code, Section 7071(e)(2). At such time, the policy shall be presented to the city council as an attachment to the annual report.

(E) The definitions set forth in Cal. Gov’t Code, Section 7070 shall apply to this section of the city code. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

(Ord. No. 3014)



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: July 27, 2023
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Office of Traffic Safety - STEP Grant.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$455,161.44 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2023-2024 Selective Traffic Enforcement Program (S.T.E.P.);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.

BACKGROUND

The State of California, Office of Traffic Safety (OTS), offers grant funding to assist cities in reducing the number of injury and fatal traffic collisions that occur on roadways. The Police Department is applying for the "Selective Traffic Enforcement Program" (S.T.E.P.) grant in the amount of \$455,161.44.

The Police Department is committed to reducing the total number of collisions through enforcement, education, and engineering improvements and is dedicated to the safety of our motorists, pedestrians, and bicyclists.

The Police Department will use grant funding to continue implementing strategies and conducting enhanced enforcement operations to address primary collision factors (such as speed, failure to yield, unsafe turning movements, and distracted driving) to aid in making our roads safer. Traffic safety presentations at community events, public meetings, and schools will also be a means of promoting public awareness regarding bicycle, motorcycle, and pedestrian safety.

The Police Department evaluates collision data and statistics on a monthly basis to ensure problematic areas and primary collision-causing factors are addressed. The Police Department uses this data to focus enforcement in collision-prone and problematic areas through the use of multi-officer enforcement operations that focus on specific collisions causing traffic violations and DUI enforcement operations. Grant funding will also be used to deploy officers for the sole purpose of conducting DUI enforcement. The Traffic Unit will conduct monthly DUI checkpoints and enforcement details during peak times and at locations that experience a high number of DUI-related collisions. Traffic officers will utilize seat belt and distracted driving laws in order to promote seat belt compliance and deter distracted driving. Working with the City's Traffic Engineer, the Traffic Unit will evaluate locations to facilitate roadway improvements in order to reduce the high number of collisions involving pedestrians, bicyclists, and motor vehicles on city streets.

The Police Department understands the value of educating the community to increase traffic safety. The Traffic Unit, with the assistance of the School Resource Officers (SROs), will continue conducting pedestrian and bicycle safety

presentations to school-aged children and young adults. The safety presentations will include topics such as safe pedestrian practices to enhance safety, risks and hazards of riding bicycles in traffic, and the importance of wearing the proper safety equipment. The Police Department will continue to develop and implement grant-funded traffic safety presentations for all members of the community.

The Police Department will continue to collaborate with allied agencies in Ventura County to coordinate enforcement activities and implement strategies to address "place of last drink": (POLD) data and alcohol service compliance. Social media will also be used to distribute and provide information regarding statistical crash data, improve public awareness, and encourage community involvement directed at collision reduction. We will also utilize all available media and outreach methods to promote safe driving habits, encourage seat belt compliance, and deter distracted driving. The Police Department will continue to participate in the "Know Your Limit" program. The program was implemented in 2017 as a method to educate and reduce impaired driving. Officers developed partnerships with local bars and restaurants. The officers worked to gain the cooperation of patrons in order to educate them on the effect of alcohol on their body, the potential for serious injury or death when driving while impaired, and the financial penalties involved when arrested for DUI. Patrons are asked to guess their blood alcohol content (BAC) based on the number of drinks they have consumed and are offered a "no-consequence" breathalyzer test to see the results. Information is also provided regarding designated driver and rideshare programs. The program has received overwhelmingly positive responses from both business owners and patrons alike. Since the program's inception, it has been implemented at twenty-two (22) local businesses.

Also, there are requests for fixed location speed awareness cameras that obtain speed information and send a warning to the registered owner and educate them about dangers of speeding and associated fines, as well as, a portable speed awareness camera which could be installed on a trailer that would be deployed in high-collision areas around the city and provide the same warning to the registered owner.

Also, there is a request for portable light towers that provide high-intensity lighting that can be used at DUI Checkpoints. With this grant, the Police Department will proactively seek innovative approaches to combat DUI and DUID (Driving Under the Influence of Drugs) collisions and work toward providing continued education and enforcement to ensure the community's safety while traveling our roadways.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Upon notification of the grant award, staff will appropriate revenue and expenditures in the Fiscal Year 2023-24 State Grants Fund (Fund 210) for a total of \$455,161.44. The grant does not require ongoing or one-time City matching contributions.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Edgar Fernandez, Police Commander

ATTACHMENTS

1. 2023-2024 OTS application
2. Resolution - OTS STEP FY 23-24

Application Information

Application No: 24-004532

Application Type:	STEP	Agency (City or County):	Oxnard	Department (Police Dept, DA Office, etc):	Oxnard Police Department
Authorized Representative:	Jason Benites	DUNS/SAM Number:	JKLUB9N3DXH7	DUNS/SAM Expiration Date:	1/19/2024
DUNS/SAM Registered Address:	251 S. C Street	DUNS/SAM City:	Oxnard	DUNS/SAM ZIP+4:	93030-5711

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement:

The City of Oxnard is located within Ventura County, approximately 60 miles northeast of Los Angeles and 35 miles south of Santa Barbara. It is a coastal community home to about 207,700 people. The City continues to thrive in development, seeing increases in population density and commercial business ventures. Unfortunately, due to this development, there has been an increase in road users and strain on the City's infrastructure. This has contributed to an increase of reckless driving, impaired driving, and other dangerous roadway behavior that continue to harm the community and other roadway users.

Historically, Oxnard has experienced various traffic-related issues that have resulted in high crash and injury rates compared to other cities of similar size. An analysis of the collisions between the years 2016 to 2020 found that there were 4,751 injury collisions involving vehicles colliding with bicyclists or pedestrians. Sadly, someone was killed or severely injured in 259 of these collisions (5% of the total). The most common injury collision types were broadside collisions (37%) and rear-end collisions (29%). The most common primary collision factor in all injury collisions was unsafe speed (23%), vehicle right-of-way violation (23%), and violation of traffic signals and signs (11%). The most common offense seen in collisions with death or serious bodily injury was unsafe speed (15%), pedestrian violations (14%), driving or bicycling under the influence (13%), and vehicle right of way violations (13%). While 30 percent of all collisions occurred during nighttime, nighttime crashes accounted for 48 percent of serious or fatal traffic collisions. On average, 12 people were killed within those years as a result of a traffic collision.

This analysis highlighted many important statistics. First, pedestrians and bicyclists accounted for more than half of all deadly crashes. Many of these pedestrian and bicycle collisions occurred during the night, presumably when it was more difficult for drivers to see them. Over half of those pedestrian collisions involved people crossing outside of crosswalks. Lastly, unsafe speed violations accounted for nearly a quarter of all injury collisions.

Sadly, 2022 ended to be one of the most deadly years in Oxnard's history. In that year alone, officers from the Oxnard Police Department responded to seventeen fatal traffic collisions. An analysis of the seventeen fatal collisions found that nine involved impairment by alcohol, drugs, or a combination of both. In five of those collisions, the driver was under the influence of alcohol or drugs. In two of the collisions, the bicyclist was under the influence of alcohol. In the remaining two fatal crashes, the killed pedestrian was under the influence of alcohol. There is a further grim outlook on the traffic safety of Oxnard, as the City decided to open sixteen cannabis dispensaries within its city limits. This expanding access to cannabis could potentially increase the number of officers in contact with impaired drivers on our roadways.

Another traffic-related issue that significantly increased in 2022 was bicycle-related collisions. This increase in crashes is attributed to the growing trend of youth bicyclists riding their bikes with little regard for the safety of themselves or others. These bicyclists block traffic in the roadway, disobey signs and signals, or ride head-on with vehicles traveling in the opposite direction, barely avoiding a collision by swerving last minute. Sadly, not all bicyclists are successful with this dangerous act. In August of 2022, a fifteen-year-old juvenile attempted this maneuver and collided with an oncoming vehicle. The child was airlifted to Children's Hospital in Los Angeles for his injuries. Although he lived, he sustained a traumatic brain injury that he will live with forever. In 2022, the Oxnard Police Department responded to seventy-three bicyclists involved collisions that resulted in injury. Of those seventy-three collisions, seventeen bicyclists were under the age of fifteen. In comparison, in 2021, there were sixty collisions, with only four under the age of fifteen. Based on a review of these collisions, the top primary collision factor is the bicyclists on the wrong side of the roadway (27.85%), followed by right of way violation (13.92%) and violation of traffic signals and signs (12.66%).

Street racing and reckless driving continue to harm our communities and cause quality of life issues. In 2022, the Oxnard Police Department Traffic Unit and Neighborhood Policing Team successfully thwarted two planned congregations of modified trucks, stunt bikes, and vehicles for a street takeover. Officers were able to utilize OTS funding to collaborate on an enforcement detail resulting in numerous drivers cited and overall deterrence of the event. However, smaller-scale street racing and sideshow events continue to be an issue. Through years of intelligence gathering, the Oxnard Police Department has identified groups responsible for reckless driving and street racing. These groups cause problems when they enter the City and often leave evidence of their reckless behavior as skid marks on the roadway. This street racing and reckless driving culture contribute to 15% of all serious injuries or fatal collisions resulting from unsafe speed.

Traffic Data Summary:

City Applicants: Complete the table below using the most current local data and update the 20XX years in the table (do not use the OTS Rankings or SWITRS).

County or State Applicants: Complete the table below using SWITRS data and update the 20XX years in the table.

Crash Type	2020				2021				2022			
	Crashes		Victims		Crashes		Victims		Crashes		Victims	
Fatal	9		9		14		14		17		17	
Injury	924		1337		1026		1549		1042		1506	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	1	87	1	124	7	89	7	123	4	104	4	157
Hit & Run	0	148	0	188	1	152	1	186	2	167	2	206
Nighttime (2100-0259 hours)	3	117	3	158	4	163	4	231	7	165	7	229
Top 3 Primary Crash Factors									Fatal	Injury	Killed	Injured
#1 -	Driving Under the Influence								4	104	4	157
#2 -	Auto Right of Way								2	211	2	335
#3 -	Unsafe Speed								2	175	2	239

Proposed Solution

Equity:

The Oxnard Police Department values the partnerships we form with all the members of our community. In addition, we value the cultural diversity within our community and our department. Our strong core values have created a community policing culture in which trust, police legitimacy, and open communication have forged strong relationships between the Oxnard Police Department and the community we serve. Based on our commitment to building positive relationships, the Oxnard Police Department was the recipient of two James Q. Wilson Awards which recognize law enforcement agencies for their excellence in community policing and developing partnerships with all community members.

Traffic safety is one area in which community policing is utilized to ensure enforcement and education is directed toward creating safer roadways. For example, grant funding would be utilized for community outreach and engagement through presentations as a method to share traffic safety information with community members including all races, income status, ethnicities, ages, and abilities. Oxnard officers from the Neighborhood Policing Team and Traffic Unit would attend community meetings to share traffic-related information and to allow a voice for our diverse community members to help develop enforcement and other strategies that can help improve roadway safety and reduce collisions. Grant funding would also support traffic safety presentations for schools, community groups, and organizations as a method to promote a broader community involvement towards bicycle and pedestrian safety, impaired driving awareness, motorcycle safety, and distracted driving deterrence. In addition, Oxnard officers would also discuss and share traffic safety information through social media, radio broadcasts, news releases, and variable message sign trailers to reach all members of our community.

Community outreach and engagement are important for promoting traffic safety, however, traffic enforcement is also critical to prevent collisions and encourage safe driving. To promote enforcement in problematic areas, traffic-related collision and arrest data will be reviewed and analyzed, and then shared with officers to promote intelligence-based enforcement and traffic stops. As a result, officers would focus traffic enforcement in high collision areas specifically addressing reckless and dangerous driving. DUI arrest data and impaired driving statistics will also be examined to identify locations and duration of DUI-related incidents. Impaired driving enforcement and resources would then be deployed through intelligence-based information to deter impaired driving and reduce DUI-related collisions.

Strategies:

The Traffic Unit takes lead on collision reduction efforts primarily through focused enforcement and education, however, with the creation of the DRE Unit, additional officers will now assist with teaching the community about the dangers of impaired driving and providing advanced training for officers in DUI detection. Annually, the Oxnard Police Department assesses and analyzes the traffic-related issues in our City and develops goals to improve traffic safety. For example, to reduce the number of injury collisions and deter impaired driving, the police department established the following traffic safety goals:

- Review and update consistent action items for addressing high collision areas and fatal collision locations.
- Increase involvement of the Patrol Division in traffic safety and enforcement.
- Provide monthly traffic-related data and information to the Patrol Division for proactive intelligence-based traffic enforcement.
- Provide monthly traffic safety training during squad room briefings.
- Furnish additional LIDARs and traffic-related equipment for the Patrol Division.
- Collaborate with the school districts and Traffic Engineer's Office to conduct school traffic safety assessments.
- Partner with the Public Works Department and the Traffic Engineer's Office for infrastructure improvements to reduce pedestrian and bicycle-involved collisions.
- Collaborate with the Traffic Courts Division regarding a Juvenile Court Diversion and Training Program.

Traffic safety goals have greatly improved the focus and direction of our department's traffic safety culture, however, traffic-related education and outreach is another important factor in reducing collisions and impaired driving. Grant funding has aided with internal training and education for our officers to become proficient with DUI investigations, traffic enforcement, and collision investigations. In addition, our department currently has several Standardized Field Sobriety Test (SFST) instructors and two Drug Recognition Expert (DRE) instructors who host advanced training on the impairment of drivers under the influence of drugs, marijuana, and alcohol. New officers are also provided supplemental training during a weeklong post-academy course in which specially trained officers review traffic functions, collision reporting, the e-Citation program, courtroom testimony, DUI investigations, and traffic enforcement.

Another method to gain voluntary compliance with traffic laws and promote safe driving is through community education, engagement, and outreach. Grant funding will support our efforts to host training programs and presentations at schools, community groups and organizations, restaurants and bars, and community events. Traffic safety information is also shared through social media, live streaming presentations, radio broadcasts, media releases, and variable message sign trailers. Traffic safety information shared with our community includes distracted driving, bicycle and pedestrian safety, dangerous and reckless driving, motorcycle safety, occupant safety, impaired driving, and other traffic-related information. DUI and driver's license checkpoints supported through grant funding also aid with our impaired driving educational and deterrence efforts. Highly visible and publicized DUI checkpoints are placed at locations and times where DUI-related collisions and arrests occur to encourage responsible driving, educate our community, and reduce the number of drunk drivers on our roadways.

And finally, traffic enforcement is another method that can help change the behavior of our motorists and commuters to create safer roadways. Therefore, grant funding will support our ongoing collision reduction efforts through additional enhanced enforcement operations. For instance, based on impaired driving arrest and collision data, officers generally conduct DUI enforcement saturations on weekends, mobilization periods, holidays, and special events to maximize efforts and reduce impaired driving. Specially trained officers will also be deployed in problematic and collision-prone areas during grant-funded operations to address dangerous and distracted driving, deter street racing and reckless driving, promote bicycle and pedestrian safety, and enforce laws to protect motorcyclists.

Agency Qualifications:

The Oxnard Police Department has the proper staffing levels to fulfill the goals and objectives of the STEP grant. The police department also establishes yearly traffic safety goals to reduce collisions, deter impaired driving, and create safer roadways for our community. In addition, our department has developed a Traffic Safety Strategy Guide which is reviewed annually to ensure our officers are given proper guidance to address traffic-related issues in Oxnard. The Traffic Safety Strategy Guide provides plans, methods, and resources to address traffic safety utilizing the following categories: traffic enforcement and collision prevention, information management and dissemination, internal education and engagement, public education and engagement, and effective investigation and prosecution of DUI arrests and prosecutable traffic collision investigations.

The Oxnard Police Department is the second-largest law enforcement agency in Ventura County with 242 sworn officers dedicated to protecting our community through exceptional service. The Traffic Unit consists of one police commander, two sergeants, two corporals, ten traffic officers, and 15 traffic service assistants. The Traffic Unit is dedicated to collision reduction with a primary focus on making our roadways safer for motorists, bicyclists, and pedestrians. This is accomplished through focused enforcement and community education. In addition, the traffic officers have received specialized training in impaired driving and drug recognition which is utilized to deter drunk and drugged driving and reduce DUI-related collisions through enforcement.

Traffic Unit supervisors have years of dedicated traffic-related experience and management of grants, checkpoints, enforcement operations, collision investigations, and community events. All grant objectives and reporting requirements are managed by two corporals, and one traffic officer is assigned to work with our community affairs manager to share traffic safety information with our community through social media, community presentations, and online courses. All grant-related operations including checkpoints, enforcement operations, training, and community presentations are supervised by the two traffic sergeants. The department has 96 SFST trained officers, 56 Advanced Roadside Impaired Driving Enforcement (ARIDE) trained officers, and 17 DRE officers. In addition, we have two DRE instructors and several SFST instructors who provide advanced training on the impairment of drivers under the influence of drugs, marijuana, and alcohol.

Additionally, our department has one fiscal manager and one accountant who help manage grant funding requirements and ensure funds are properly utilized. Based on our successful management of grants, we have received outstanding ratings on compliance reviews from OTS grant coordinators. The following is a list of grants successfully managed by the Oxnard Police Department:

- 2006-2009 Avoid the 18 DUI Campaign-Ventura County \$270,258.00 (AL0763)
- 2008-2011 Avoid the 14 DUI Campaign-Ventura County \$482,555.72 (AL0908)
- 2011-2012 Avoid the 14 DUI Campaign-Ventura County \$150,000.00 (AL20553)
- 2012-2013 Avoid the 14 DUI Campaign-Ventura County \$145,000.00 (AL1373)
- 2013-2014 Avoid the 14 DUI Campaign-Ventura County \$175,000.00 (AL1407)
- 2009-2010 DUI Enforcement and Awareness Program \$357,116.00 (AL1059)
- 2010-2011 DUI Enforcement and Awareness Program \$250,000.00 (AL1185)
- 2011-2012 DUI Enforcement and Awareness Program \$250,000.00 (AL20480)
- 2012-2013 Selective Traffic Enforcement Program \$150,000.00 (PT13106)
- 2013-2014 Selective Traffic Enforcement Program \$252,357.00 (PT1448)
- 2014-2015 Selective Traffic Enforcement Program \$316,500.00 (PT1552)
- 2015-2016 Selective Traffic Enforcement Program \$275,000 (PT16100)
- 2016-2017 Selective Traffic Enforcement Program \$330,000 (PT1787)
- 2017-2018 Selective Traffic Enforcement Program \$585,000 (PT18108)
- 2018-2019 Selective Traffic Enforcement Program \$410,800 (PT19084)
- 2020-2021 Selective Traffic Enforcement Program \$453,000 (PT21094)
- 2021-2022 Selective Traffic Enforcement Program \$450,000 (PT22050)
- 2022-2023 Selective Traffic Enforcement Program \$500,000 (PT23136)
- 2009-2010 Sobriety Checkpoint Mini-Grant Program \$54,000.00 (SC10299)
- 2010-2011 Sobriety Checkpoint Mini-Grant Program \$55,476.00 (SC11299)
- 2012-2013 Sobriety Checkpoint Grant Program \$96,750.00 (SC13299)
- 2013-2014 Sobriety Checkpoint Grant Program \$91,450.00 (SC14299)
- 2009-2010 Next Generation-Click It or Ticket \$31,867.00 (CT10299)
- 2010-2011 Next Generation-Click It or Ticket \$8,497.92 (CT11299)
- 2020-2021 Pedestrian and Bicycle Safety Program \$33,000 (PS21024)
- 2021-2022 CHP Cannabis Tax Fund Law Enforcement Grant \$91,170.00 (3703)
- 2022-2023 CHP Cannabis Tax Fund Law Enforcement Grant \$376,746.42 (9624)

Goals

Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Reduce the number of pedestrians killed in traffic crashes.
Reduce the number of pedestrians injured in traffic crashes.
Reduce the number of bicyclists killed in traffic crashes.
Reduce the number of bicyclists injured in traffic crashes.
Reduce the number of persons killed in alcohol-involved crashes.
Reduce the number of persons injured in alcohol-involved crashes.
Reduce the number of persons killed in drug-involved crashes.
Reduce the number of persons injured in drug-involved crashes.
Reduce the number of persons killed in alcohol/drug combo-involved crashes.
Reduce the number of persons injured in alcohol/drug combo-involved crashes.
Reduce the number of motorcyclists killed in traffic crashes.
Reduce the number of motorcyclists injured in traffic crashes.
Reduce hit & run fatal crashes.
Reduce hit & run injury crashes.
Reduce nighttime (2100 - 0259 hours) fatal crashes.
Reduce nighttime (2100 - 0259 hours) injury crashes.
Custom Description

Objectives

Included	Target Number	Description
Yes	1	Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
Yes	10	Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.

Yes	12	Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.
Yes	10	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	5	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training.
Yes	3	Send law enforcement personnel to the DRE Recertification training.
Yes	1	Send law enforcement personnel to SFST Instructor training.
Yes	1	Send law enforcement personnel to DRE Instructor training.
Yes	10	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	24	Conduct DUI Saturation Patrol operation(s).
No	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
Yes	4	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
Yes	0	Conduct Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	20	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
Yes	8	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
Yes	4	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
No	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	8	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
Yes	6	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
Yes	8	Conduct Know Your Limit campaigns with an effort to reach members of the community.
No	0	Participate in highly visible collaborative DUI Enforcement operations.
No	0	Participate in highly visible collaborative Traffic Enforcement operations.
Yes	2	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
Yes	6	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
No	0	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.
No	0	Identify straight time personnel and report on activities completed. Include any vacancies or staff changes that have occurred.

Included	Target Number	Custom Description
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Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at \$41.00 per hour would be entered as Straight time, 2080 Units, \$41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of \$85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. $(\text{Unit Cost}) \times (\text{Benefits Rate}) = \text{Benefit Costs}$. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.0	A. Personnel Costs	None			\$0.00	1	100.00%	\$0.00

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
101.0	A. Personnel Costs	DUI/DL Checkpoints	DUI/DL Checkpoints	\$10,100.00	10	\$101,000.00
101.1	A. Personnel Costs	DUI Saturation Patrols	DUI Saturation Patrols	\$4,000.00	24	\$96,000.00
101.2	A. Personnel Costs	Warrant Service Operations	Warrant Service Operations	\$2,500.00	4	\$10,000.00
101.3	A. Personnel Costs	Know Your Limit	Know Your Limit	\$2,500.00	8	\$20,000.00
101.4	A. Personnel Costs	Other	Benefits for 164AL OT @8.884%	\$227,000.00	1	\$20,157.60
102.0	A. Personnel Costs	Traffic Enforcement	Traffic Enforcement	\$2,500.00	20	\$50,000.00
102.1	A. Personnel Costs	Distracted Driving	Distracted Driving	\$2,500.00	8	\$20,000.00
102.2	A. Personnel Costs	Motorcycle Safety	Motorcycle Safety	\$2,500.00	4	\$10,000.00
102.3	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Pedestrian and Bicycle Enforcement	\$2,500.00	8	\$20,000.00
102.4	A. Personnel Costs	Street Racing and Sideshow Enforcement Operations	Street Racing and Sideshow Enforcement Operations	\$4,800.00	6	\$28,800.00
102.5	A. Personnel Costs	Traffic Safety Education	Traffic Safety Education	\$500.00	6	\$3,000.00
102.6	A. Personnel Costs	Other	Benefits for 402PT OT @8.884%	\$131,800.00	1	\$11,703.84
Personnel Costs: \$390,661.44						

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
200.0	B. Travel Expenses	In State Travel	\$5,000.00	1	\$5,000.00
Travel Expenses: \$5,000.00					

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
300.0	C. Contractual Services	None	\$0.00	1	\$0.00

Contractual Services: \$0.00

Equipment (must have Unit Cost of at least \$5,000)

Do not include brand names or names of specific organizations.

Please include an equipment quote in the Upload Documents Tab

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
400.0	D. Equipment	Portable Light Tower	\$7,500.00	2	\$15,000.00
400.1	D. Equipment	Fixed Location Speed Awareness Camera	\$21,000.00	1	\$21,000.00
400.2	D. Equipment	Portable Speed Awareness Camera	\$18,500.00	1	\$18,500.00

Equipment: \$54,500.00

Other Direct Costs (must have Unit Cost of less than \$5,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
500.0	E. Other Direct Costs	DUI Checkpoint Supplies	\$3,000.00	1	\$3,000.00
500.1	E. Other Direct Costs	Educational Materials	\$2,000.00	1	\$2,000.00

Other Direct Costs: \$5,000.00

Indirect Costs

Item Name should indicate the % and the Cost Category for Indirect Costs e.g. 15% of Salaries and Benefits. Use the Percent Paid by Grant for the Indirect Rate and the Unit Cost or Rate field to indicate the total amount for which Indirect Costs will be claimed. The system will calculate the Cost to Grant.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Indirect Rate	Amount Subject to Indirect	Calculated Cost to Grant
600.0	F. Indirect Costs	None			\$0.00

Indirect Costs: \$0.00

Total Requested Funding: \$455,161.44

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
A. Personnel Costs	None	None	
A. Personnel Costs	DUI/DL Checkpoints	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	DUI Saturation Patrols	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Warrant Service Operations	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Know Your Limit	Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
A. Personnel Costs	Benefits for 164AL OT @8.884%		
A. Personnel Costs	Traffic Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Distracted Driving	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Motorcycle Safety	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Pedestrian and Bicycle Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Street Racing and Sideshow Enforcement Operations	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	

A. Personnel Costs	Traffic Safety Education	Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
A. Personnel Costs	Benefits for 402PT OT @8.884%		
B. Travel Expenses	In State Travel	Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
C. Contractual Services	None	None	
D. Equipment	Portable Light Tower		High-intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator and accessories.
D. Equipment	Fixed Location Speed Awareness Camera		Fixed cameras installed near a high collision area designed to capture speeding vehicles across multiple lanes. The vehicle information obtained will then be used to send a warning to the registered owner and educate them about the dangers of speeding and associated fines. Information could also be used to identify peak hours of speeding violations.
D. Equipment	Portable Speed Awareness Camera		A speed camera installed on a portable trailer. The camera will be deployed in high-collision areas around the city. The vehicle information obtained will then be used to send a warning to the registered owner and educate them about the dangers of speeding and associated fines. Information could also be used to identify peak hours of speeding violations.

E. Other Direct Costs	DUI Checkpoint Supplies	On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
E. Other Direct Costs	Educational Materials	Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.
F. Indirect Costs	None	None

Upload Documents (Optional)

Please try to include all information in the application itself, but if necessary, upload additional documents here

Document Name	Update Date/Time
Application Report 2023-01-27 00:34:37.pdf	1/26/2023 4:34 PM
Nomad Transformer Quote.pdf	1/22/2023 12:20 PM
Speed Camera Fixed Quote.jpg	1/22/2023 12:20 PM
Speed Camera Trailer Quote.pdf	1/22/2023 12:19 PM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

\$455,161.44

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD

APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE

Office of Traffic Safety (OTS) – Selective Traffic Enforcement Program (S.T.E.P.)

WHEREAS, City Council Resolution No. 12,053 sets out the procedures by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Police Department has requested that City Council approve the submission of an application to the State of California, Office of Traffic Safety for \$455,161.44 in grant funds, to be used to proactively seek innovative approaches to combat DUI and DUID (Driving Under the Influence of Drugs) collisions and work towards providing continued education and enforcement to ensure the community's safety while traveling our roadways.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used to provide funding for enforcement and education by Oxnard police officers and resolves to recognize grant revenue in the amount of \$455,161.44 from the Office of Traffic Safety. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: July 27, 2023

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, 805-385-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Fourth Amendment to Tyler Technologies Software as an ERP Service Agreement (A-8767) resulting in contract savings of \$606,502.00.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute a Fourth Amendment with Tyler Technologies Software as an ERP Service “SaaS” Agreement resulting in a net contract savings of \$606,502.

BACKGROUND

On October 1, 2019, staff brought to Council the Software as a Service (“SaaS”) Agreement with Tyler Technologies (Tyler) for a new Enterprise Resource Planning (ERP) system. The original agreement was approved by the City Council in the amount of \$9,117,985 as part of a total \$14,893,817 project cost (including \$5,775,832 in additional implementation and hardware costs not payable to Tyler) for a five-year term. The agreement includes the SaaS maintenance fees, implementation fees, and contingency for the purchase and implementation of the ERP system that will continue to modernize the City’s systems.

On November 17, 2020, staff brought to Council the first amendment to the contract, as well a recommendation that Council delegate authority to the City Manager for future Tyler Technologies deductive amendments. Since the original agreement was approved, there have been three amendments to date with a net impact reducing the total contract amount by approximately \$100,000.

This fourth amendment is again a net reduction to the amount of \$606,502. There is actually a net reduction in scope of services in the amount of \$823,239, but there is also an added scope of services, as explained below, in the amount of \$216,737. Staff seek Council approval for this amendment.

DISCUSSION

The SaaS agreement between the City and Tyler is 762 pages and can be read in full at oxnard.org/ERP. The three previous amendments are attached to this report.

Since the original agreement was approved in 2019, there have been a number of changes to the project. It is very common for scheduling and scope changes to occur in large, complex ERP projects. As an organization unravels its existing system and learns the capabilities of the new system, the scope of work is constantly changing. For example, regarding the financial module, staff determined midway through the project that it was prudent to update the chart of accounts, which was not anticipated in the original scope and schedule of work. More recently, we learned of a critical update to the software that will take a few months.

Given these changes, staff worked with Tyler to lower SaaS fees, in recognition of the new timeline for services being used, resulting in contract savings to the City of \$557,239. Furthermore, staff recommended removing three services pertaining to functional, performance and stability testing totalling \$266,000 that were deemed unnecessary as the project

progressed. These testing services were performed by a combination of staff and external project management as part of the implementation of the Core Financials phase that launched in October 2022. Thus, staff negotiated a savings of \$823,239.

However, staff recommends a continuation of Tyler project management, at a cost of \$180,000 during the rest of the agreement term, which expires October 31, 2024, in support of the remaining phases of the ERP project: HCM (Human Capital Management), Energov (Permitting and Licensing), EAM (Enterprise Asset Management) and UB (Utility Billing). We also recommend the purchase of an application programming interface (API) toolkit at an annual cost of \$36,737. APIs are a way for two or more computer programs to communicate with each other. Purchasing this will enable the City to leverage other software systems to link to the ERP, further enhancing the functionality and utility of the ERP system and other software solutions across the City. Thus, staff recommends additions that total \$216,737. These additions, together with the savings listed in the prior paragraph, net out to a savings to the City of \$606,502.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

Funding for anticipated expenses in the coming year, including the reduction in costs, is included in the Fiscal Year 2023-24 General Fund (new implementation) and Information Technology Fund (live modules) operating budgets.

Future implementation costs will be included as part of ongoing budget cycles, and may be impacted by any resolution to the Aaron Starr lawsuit that is currently preventing the City from accessing capital markets. Council approved the issuance of bonds to finance the remaining phases of the ERP in October 2022, but given the lawsuit, the City was unable to do so, and in order to maintain momentum, appropriated General Fund reserves in order to continue this important project.

COMMITTEE OUTCOME

This item did not originate in any Committee.

Prepared by: Mark Sewell, Assistant Chief Financial Officer

ATTACHMENTS

1. 8767-19-IT 1st amendment
2. 8767-19-IT 2nd amendment
3. 8767-19-IT 3rd amendment
4. 8767-19-IT 4th amendment



FIRST AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT
(AGREEMENT NO. 8767-19-IT)

This first amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Oxnard, California, with offices at 305 W. 3rd Street, Oxnard, California 93030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated October 2, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following Tyler Software as a Service (SaaS) is hereby removed from the Agreement as of November 1, 2020:

Bid Management

2. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
3. The table in Exhibit B Section 1 of the Agreement is hereby modified as follows:

Payment Due Date	SaaS Fees
12/1/2019	\$48,916.50 [paid]
9/1/2020	\$1,036,156.25
9/1/2021	\$1,019,850.75
9/1/2022	\$1,019,850.75
9/1/2023	\$1,019,850.75

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF OXNARD

Carmen Ramirez 11/18/2020
for Mayor Date

TYLER TECHNOLOGIES, INC.

Chris Webster Date
President, ERP Division

Abigail Diaz Date
Chief Legal Officer, Secretary

ATTEST:

Michelle Scerifano 11/18/2020
City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

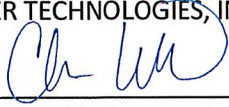
[Signature] 11/16/2020
City Attorney (always required) Date

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

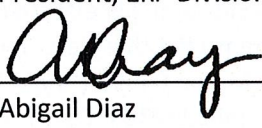
CITY OF OXNARD

Mayor Date

TYLER TECHNOLOGIES, INC.



Chris Webster Date
President, ERP Division



Abigail Diaz Date
Chief Legal Officer, Secretary

ATTEST:

City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

City Attorney (always required) Date



SECOND AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT
(AGREEMENT NO. 8767-19-IT)

This second amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Oxnard, California, with offices at 305 W. 3rd Street, Oxnard, California 93030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated October 2, 2019 ("Agreement") and a subsequent amendment to the Agreement dated November 18, 2020 ("First Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. As of the Amendment Effective Date, the Business Process Consulting services set forth below shall no longer include Custom Desktop Procedure Manuals. Accordingly, the fees set forth in Exhibit A of the Agreement are reduced as follows:

	Original Unit Price	Amended Unit Price
Business Process Consulting – Accounts Payable	\$17,500	\$8,750
Business Process Consulting – Budget	\$17,500	\$8,750
Business Process Consulting – Contract Management	\$10,500	\$5,250
Business Process Consulting – Capital Assets	\$17,500	\$8,750
Business Process Consulting – General Billing	\$26,250	\$13,125
Business Process Consulting – General Ledger	\$17,500	\$8,750
Business Process Consulting – Misc. Cash	\$10,500	\$5,250
Business Process Consulting – Project/Grant Accounting	\$26,250	\$13,125
Business Process Consulting – Purchasing & Requisitions	\$17,500	\$8,750
Business Process Consulting – Cash Management	\$17,500	\$8,750
Total:	\$178,500	\$89,250

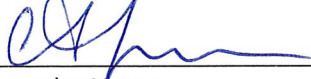
2. Due to the changes made to the Agreement pursuant to this Amendment, the total amended fees above will be invoiced upon Client's acceptance of the Best Practices Recommendations, by module.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF OXNARD



Alexander Nguyen
City Manager

1/25/2021

Date

TYLER TECHNOLOGIES, INC.

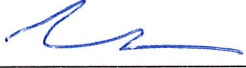
Chris Webster
President, ERP Division

Date

Abigail Diaz
Chief Legal Officer, Secretary

Date

APPROVED AS TO FORM:



City Attorney (always required)

1/29/2021

Date

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF OXNARD

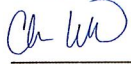


Alexander Nguyen
City Manager

1/25/2021

Date

TYLER TECHNOLOGIES, INC.



Chris Webster
President, ERP Division

01/26/2021

Date



Abigail Diaz
Chief Legal Officer, Secretary

01/26/2021

Date

APPROVED AS TO FORM:



City Attorney (always required)

1/29/2021

Date



THIRD AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT
(AGREEMENT NO. 8767-19-IT)

This third amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler"), and the City of Oxnard, California, with offices at 305 W. 3rd Street, Oxnard, California 93030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated October 2, 2019 ("Agreement") and two subsequent amendments to the Agreement dated November 18, 2020 ("First Amendment") and January 26, 2021 ("Second Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The Data & Insights Open Data Platform, Support Program—Basic, and Education Program—Standard, (collectively the "Data & Insights solutions") are hereby added to the Agreement as of January 1, 2023, as set forth in the Investment Summary, attached as Exhibit A to this Amendment
 - a. Year one of the Software as a Service ("SaaS") subscription term for the Data & Insights solutions shall begin on January 1, 2023 and end on October 31, 2024 ("initial term"). Thereafter, the SaaS subscription term, including any renewals thereto, shall conform to Section F(1) of the Agreement.
 - b. With respect to the Data & Insights solutions, SaaS Fees are invoiced on an annual basis, beginning on the initial term.
2. Exhibit A is hereby added to the Agreement and incorporated herein by reference.
3. The Client's use of the Data & Insights solutions is subject to the Terms of Use – Socrata Open Finance, attached as Exhibit A-1 to the Agreement, as further amended in Appendix 1 to this Amendment.
4. Appendix 1 is hereby added to the Agreement and incorporated herein by reference.
5. Support for the Data & Insights solutions is subject to the Data & Insights Support Policy: <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy>
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates, so does Client's access to the Data & Insights solutions set forth in Exhibit A.

7. In the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of this Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

TYLER TECHNOLOGIES, INC.

By: Hannah May

Name: Hannah May

Title: Senior Corporate Attorney

Date: December 16, 2022

CITY OF OXNARD, CALIFORNIA

By: Jennifer Yates

Name: Jennifer Yates

Title: Purchasing Manager

Date: 12/21/2022



EXHIBIT A – INVESTMENT SUMMARY

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Sales Quotation For:
City of Oxnard
305 W. 3rd Street
Oxnard CA 93030-5730

Quoted By: Brett Nalder
Quote Creation: 12/15/22
Quote Expiration: 4/14/23
Quote Name: City of Oxnard - ODP
Contract Start Date: 1/1/23
Contract End Date: 10/31/24

Services: N/A
Tyler Entity / Tax ID: Tyler Technologies, Inc. / 75-2303920
Payment Terms: Net 45
Frequency: Annual

	Year 1	Year 2
	1/1/23 - 12/31/23	1/1/24 - 10/31/24
Recurring Costs	\$ 24,000	\$ 20,000
One-Time Cost	\$ 0	\$ 0
Total	\$ 24,000	\$ 20,000

Total Contract Value: \$ 44,000

Tyler Software and Related Services - Annual

Description	SKU	Monthly Term	Quantity	Total Price
Data & Insights				
Software				
Open Data Platform (50k - 150k)	SOC-OD-3	22	1	\$ 44,000
Support				
Support Program - Basic	SOC-PS-SUP-B	22	1	\$ 0
Education				
Education Program - Standard	SOC-PS-EDU-S	22	1	\$ 0
TOTAL				\$ 44,000

Maintenance / Uplift Schedule

Description	SKU	Start Date	End Date	Year 1	Year 2
Data & Insights					
Software					
Open Data Platform (50k - 150k)	SOC-OD-3	1/1/23	10/31/24	\$ 24,000	\$ 20,000
Support					
Support Program - Basic	SOC-PS-SUP-B	1/1/23	10/31/24	\$ 0	\$ 0
Education					
Education Program - Standard	SOC-PS-EDU-S	1/1/23	10/31/24	\$ 0	\$ 0

Product Descriptions

SOC-OD-3 -	Open Data (currently called Publica) Socrata Open Data enables governments to publish data, in a variety of intuitive and interactive forms, for use and reuse by the public. Open Data Includes: Publishing Services: APIs, a web interface, and utilities to publish data, automate the update of published data, and design metadata. Discovery: Catalog and search experience used to find data on the open data site via keyword, category, or other parameters. Includes support for the DCAT and data.JSON standards. Site Analytics: Dashboard providing insight into the usage of data, APIs, and other assets on the open data site. Includes support for Google Analytics integration and data export. Site Administration: Controls to manage user access and other basic settings of the open data site. Lenses & Expressions: Tools to create and explore interactive data visualizations, such as charts, Socrata Data Lens, and maps. Includes Socrata Data Player, an embed frame for including most Socrata visualizations on third-party sites. Federation Services: Service enabling cross-site sharing of open data site assets with other open data sites (e.g. nearby cities). Socrata Open Data API: Programmatic interface and supporting documentation for all datasets published on the open data site. Open Data Network: Connection to community of data publishers and consumers to enrich aspects of the data consumption experience. Includes federation of public data to www.opendatanetwork.com Unlimited consumption via mobile, desktop web, API Unlimited users
SOC-PS-SUP-B -	Support Program - Basic
SOC-PS-EDU-S -	Education Program - Standard: Unlimited attendance and access to virtual instructor led interactive online learning sessions and OnDemand education content.



APPENDIX 1

The Terms of Use – Socrata Open Finance, Exhibit A-1 of the Agreement, is supplemented as follows:

1. The following definitions are hereby added to Exhibit A-1:
 - **“Active Account”** means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
 - **“Guest User”** means a user that is outside of the organization invited by a User to collaborate on the Client’s site.
 - **“Site”** means single domain or instance of the Open Data platform, Socrata Connected Government Cloud (also known as the Enterprise Data Platform) Site and the number of Sites is defined in the Investment Summary.
 - **“User” or “Monthly Active User”** (used interchangeably) means any Active Account added to the Client’s Site that is not a Guest User.

2. Section 1(c), Restrictions, is hereby supplemented to read as follows:

Client acknowledges and understands that the SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act (“FERPA”), data from Criminal Justice Information Services (“CJIS”), or other sensitive data, and by using the SaaS Services, Client acknowledges and agrees that Client is using the SaaS Services at Client’s own risk and that Client is solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the SaaS Services are designed and offered for use in this Agreement. If Client intends to use the SaaS Services to store or transmit Protected Health Information (“PHI”), then the Client shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement.

3. Section 1, Use, is hereby supplemented to read as follows:

n. Tyler reserves the right to develop derivative data assets based on Client Data Client makes publicly available. Tyler may use, disclose, sell, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

o. Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client’s non-public data for the purposes of improvement and enhancement of the SaaS Services, aggregated statistical analysis, technical support, and other internal business purposes.

p. Tyler may access Client’s non-public data for the purposes of providing maintenance and support.



4. Section 2(a), Third-Party Platform Service, is hereby supplemented to read as follows:

Client will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:

- Getty Images: Within the platform's perspective story tool, Clients have access to a library of images available for use in their story pages, terms and conditions located at <http://www.gettyimages.com/connectterms>.
- Mapbox: Within the platform's visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at <https://www.mapbox.com/legal/tos>.
- Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at <http://hello.mapquest.com/terms-of-use/>.



FOURTH AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT
(AGREEMENT NO. 8767-19-IT)

This fourth amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Oxnard, California, with offices at 305 W. 3rd Street, Oxnard, California 93030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated October 2, 2019 ("Agreement") and three subsequent amendments to the Agreement dated November 18, 2020 ("First Amendment"), January 26, 2021 ("Second Amendment"), and December 21, 2022 ("Third Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. As of 6/1/22, the following Tyler Software and SaaS Services are removed from the Agreement:

- Employee Expense Reimbursement
- BMI Asset Track
- BMI CollectIt
- Inventory
- CAFR Statement Builder
- ExecuTime Adv Scheduling
- ExecuTime Adv Scheduling Mobile Access
- ExecuTime Time & Attendance Mobile Access
- ExecuTime IVR Interface
- Socrata Open Finance

As of such date, Client's right to use or access such Tyler Software and Tyler SaaS Services is terminated, as are Tyler's obligations to host, update, maintain, and support such items.

2. The items in the attached sales quotation, incorporated herein as Exhibit 1, are hereby added to the Agreement. Fees for hourly services will be invoiced as delivered. Dedicated Project Management Services shall be invoiced in conformance to Section 2.7 of Exhibit B of the Agreement. All professional services added pursuant to this Amendment are subject to a fifteen percent (15%) retainage as described in Exhibit B, Section 2.1 of the Agreement. Liability for payment of SaaS Fees commences 6/1/23. The additional dedicated project management services extends service through March, 2026.
3. The table in Exhibit B of the Agreement is revised, in relevant part, as shown below:

Payment Due Date	SaaS Fees
9/1/2022	\$741,231.12*, **
9/1/2023	\$741,231.11**



* Invoice #045-392665 (dated 9/1/22) for \$1,019,850.75 will be adjusted accordingly or can be short-paid, at Client election.

** Addition of API ToolKit Bundle, effective 6/1/23.

4. The following unused services are hereby removed from the Agreement:
 - a. Functional Acceptance Test (480 hours at \$175 per hour, totaling \$84,000);
 - b. Performance Test (320 hours at \$175 per hour, totaling \$56,000); and
 - c. Reliability Test (720 hours at \$175 per hour, totaling \$126,000).
5. Section H(24) is removed from the Agreement.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF OXNARD

TYLER TECHNOLOGIES, INC.

Alexander Nguyen
City Manager

Date

Chris Webster
President, ERP Division

Date

Robert Kennedy-Jensen
Group General Counsel

Date

APPROVED AS TO FORM:

City Attorney (always required)

Date



Exhibit 1

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation follows this page.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jennifer Wahlbrink
 Quote Expiration: 09/29/23
 Quote Name: City of Oxnard-ERP-Munis-API & PM Services
 Quote Description: 7-6-23 City of Oxnard, CA - v.7 API Toolkit & PM Services
 SaaS Term: 2.00

Sales Quotation For:

City of Oxnard
 C
 Oxnard CA 93030-5730
 Phone: +1 (805) 385-7430

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Integrations			
API Toolkit Bundle	1	0	\$ 36,737.00
TOTAL		0	\$ 36,737.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly)	15	\$ 12,000.00	\$ 0.00	\$ 180,000.00	\$ 0.00
TOTAL				\$ 180,000.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 36,737.00
Total Tyler Services	\$ 180,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 180,000.00	\$ 36,737.00
Contract Total	\$ 253,474.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.8

DATE: July 27, 2023

TO: City Council

FROM: Robert Ruben, Interim Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Second Amendment with Kore1 for IT Recruiting Services.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$200,000 to \$500,000 through December 31, 2024, for information technology recruitment services.

BACKGROUND

Kore1 is a leading recruitment agency that provides Information Technology workforce management services and expertise. The current job market continues to provide challenges in finding and hiring appropriate talent. This has been a nationwide issue and not something that is unique to the City of Oxnard. Kore1 possesses the expertise to locate, recruit, and screen IT candidates to come to the City either as consultants or future full-time employees. The IT department is actively recruiting technology personnel in its quest to serve the needs of the City, its residents and its businesses.

On March 1, 2023, City entered into professional services agreement 32300297 with Kore1 for the purpose of finding qualified personnel to fill various vacant positions in the IT department. Currently, the department has 24 vacancies and is actively working to fill these positions in order for it to continue meeting the technological needs of the City. This proposed Second Amendment to this agreement will increase its value to \$500,000 in order to allow the IT department to complete its recruitment for this fiscal year with no interruption.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

Funds for these expenditures will come from the FY 2023-24 Information Technology budget. No additional appropriation is necessary.

For Finance Use Only: Measure O (Org. 1041801 Obj. 53200) Project M2402

COMMITTEE OUTCOME

The item will go before the Finance & Governance Committee on July 25, 2023. As of the date of printing of this agenda item, the Committee outcome of this item was still unknown.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Kore1 Second Amendment 32300297
2. Kore1 First Amendment 32300297
3. Kore1 Agreement 32300297

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 12th day of July 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Kore1, LLC, (“Kore1”, or “Consultant”). This Second Amendment amends the First Amendment entered into on June 12, 2023 which further amended the Agreement entered into on March 22, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The amount listed in Section 6 of the Cover Page of the Agreement is amended from “\$200,000” to “\$500,000.”
2. Section 3 is hereby added to the “Fees Exhibit” to read as follows:

3. Work Schedule and Overtime: City office hours are 8:00 am to 6:00 pm Monday through Thursday, and 8:00 am to 5:00 pm on Friday, with City offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over the two-week pay period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker’s approved standard hourly rate.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Kore1, LLC

Jennifer Yates, Purchasing Agent Date

DocuSigned by:
Steve Charles 7/19/2023 | 9:41 AM PDT
Steve Charles, CEO Date

DocuSigned by:
Tom Kenaley 7/19/2023 | 7:14 AM PDT
Thomas Kenaley, CSO Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza 7/18/2023 | 5:10 PM PDT
Stephen M. Fischer, City Attorney Date

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 12th day of June 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Kore1, LLC, (“Kore1”, or “Consultant”). This First Amendment amends the Agreement entered into on March 22, 2023 by City and Consultant.

RECITALS

WHEREAS, City requires services from Consultant as specified in the Agreement for an additional amount of \$100,000.

NOW Therefore City and Vendor agree as follows:

1. The value of this Agreement is increased from \$100,000 to \$200,000.
2. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
3. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Kore1, LLC

DocuSigned by:

Jennifer Yates

Jennifer Yates, Purchasing Manager

6/16/2023 | 7:52

Date _____

— DocuSigned by:

AM BDT Steve Quaresima

Steve Quares, CEO

6/16/2023 | 1:48 AM PDT

Date

—DocuSigned by:

Tom Kenaley

Thomas Keraley, CSO

6/15/2023 | 3:51 PM PDT

Date

ATTEST:

Rose Chaparro, City Clerk

Date _____

APPROVED AS TO FORM:

- DocuSigned by:

Jason Zaragoza

Stephen M. Fischer, City
Attorney

6/15/2023 | 3:50 PM PDT

Date

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2023
- (2) Consultant: Kore1, LLC
- (3) Services: Information Technology Recruitments
- (4) Schedule of Services: See Scope of Services
- (5) Agreement Ending Date: 12/31/2024
- (6) Total Agreement Amount: \$100,000
- (7) City's Project Manager: Clif Brady
- (8) Consultant's Project Manager: Tom Kenaley
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

530 Technology Dr. #150
Irvine, CA 92618

Attn: Tom Kenaley

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

tomk@kore1.com

FOR CITY:

300 W 3rd St.
Oxnard, CA 93030

Attn: Clif Brady

CITY'S PROJECT MANAGER:

Clif.Brady@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- X** Scope of Services Exhibit
- X** Fees Exhibit
- X** Insurance Exhibit (INS-B)
- X** Exhibit B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org. City will pay Consultant Direct Hire Fees and fees for Contract Services provided pursuant to this Agreement and any applicable Work Order, and shall reimburse Consultant for all pre-authorized incidental expenses incurred in providing said services. Payments not made in accordance with this Agreement or the applicable Work Order, as applicable, shall incur interest on the outstanding balance of at the lesser of 1.5% per month or the maximum rate allowed by law. Notwithstanding anything herein to the contrary, Consultant expressly reserves the right to cease providing services if any payment is not timely made. City agrees to pay all applicable sales, use, excise, and other value added taxes. Invoices are payable to: Consultant Professionals LLC, P.O. Box 80632, City of Industry, CA 91716-8412, (ACH instructions shall be sent under separate cover). City acknowledges and agrees that it has no legal or equitable defense for failure to pay any fees or invoiced time, including, but not limited to, any rights of offset.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

City shall indemnify, defend, and hold harmless Consultant and its officers, directors, employees and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements, including, without limitation, the costs, expenses (including, without limitation, all attorney's fees and costs), and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation asserted, caused, relating to, based upon, arising out of, or in connection with (a) any breach by City or its affiliates or its officers, directors, employees, agents or consultants of this Agreement, including, but not limited to, any breach of any representation or warranty herein; (b) gross negligence, recklessness

or intentional or willful misconduct on the part of City or its affiliates, officers, directors, employees, agents or consultants; (c) any claims arising out of or relating to any actions or omissions of City or any of City's affiliates, officers, directors, employees, agents or consultants; (d) any claims based on any alleged action of Consultant in securing, attempting to secure, or not securing, any placement of a worker or candidate for City; (e) any claims for property damage, injury, or death, including theft, in any way alleged to arise from the performance of any work by any Worker; (f) Consultant's use of or reliance on any inaccurate or incomplete written information provided by City; (g) any claims, actions or proceedings by any Worker or Candidate arising from or relating to allegations that an agent, representative, director, consultant, shareholder, member, partner, officer, supervisor or employee of City engaged in conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other Federal or state statute or regulation; or (h) any claim that either party's personnel had a joint or co-employment relationship with one another, in performing services hereunder, including without limitation, any allegation, claim or action threatened or brought concerning wages, bonuses, overtime pay, employee benefits, wage deductions, expense reimbursement, employment discrimination, breach of contract, severance, unemployment, and all other claims, including for penalties, that employees may bring against employers.

To the extent permitted by law, Consultant will defend, indemnify, and hold City and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by (a) Consultant's breach of this Agreement; (b) Consultant's failure to discharge its duties and responsibilities set forth in this Agreement; or (c) the gross negligence or willful misconduct of Consultant or Consultant's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. City agrees that City shall have the same obligations contained in this Section as Consultant and that the definition of Confidential Information set forth above shall also apply to Consultant's information.

g. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in

such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. Both City and Contractor agree to follow all applicable local, state, and federal employment and safety laws. City and Contractor further agree to fully cooperate with each other to ensure that all applicable laws are adhered to, including but not limited to, laws governing wage and hour requirements, employee benefits, discrimination, retaliation, equal opportunity laws, disability laws, harassment prevention, meal and rest breaks for hourly/non-exempt employees, and laws governing employee screening, testing, and background checks. With respect to meal and rest breaks in California, City will ensure that Workers are provided with the required meal and rest breaks, which include a minimum of two 10-minute rest breaks and a 30-minute meal period in accordance with the Consultant Meal and Rest Break Policy attached hereto as Exhibit XX. For any other state or locality that requires meal and/or rest breaks, City shall, likewise, ensure the same is complied with by Workers.

22. City Responsibilities and Mutual Obligations. City shall have no liability to pay any amounts to Workers, or otherwise provide Workers with benefits and/or pay or withhold any payroll taxes imposed on amounts earned by Workers. City shall be solely responsible for training the Workers with respect to all policies, practices and other guidelines related to the City, generally, and to the subject job and worksite, specifically. City shall provide a safe worksite and safe working conditions in compliance with all federal, state and local laws, including, without limitation, OSHA (if applicable), and shall allow Consultant to perform an annual safety audit of any sites/programs to which it sends Workers as required by law, by Consultant's insurance carriers, and/or in accordance with best practices. City shall not ask or permit Workers to use any vehicle or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information,

negotiable instruments, or other valuables without the prior written permission of Consultant. City shall not permit or cause Workers to perform any work activities other than those specifically set forth in the applicable Work Order. City shall give Consultant prompt notice should any Worker: (i) fail to follow or abide by these policies, practices, and guidelines; (ii) engage in conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local statute or regulation; or (iii) engage in any other acts of misconduct. Further, City shall provide Workers with all necessary materials and resources to perform the services consistent with the subject job description. Further, consistent with Section C.3. of this Agreement, City shall be solely responsible for preventing any claims, actions, or proceedings related to a Worker arising from claims that an agent, officer, supervisor or employee of City, other than employees, agents or officers of Consultant, engaged in conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local statute or regulation.

The parties agree to cooperate fully and promptly, and to provide any assistance necessary to the other party which may relate to City, Consultant, any Worker, or any Candidate. The parties shall timely and promptly provide each other (and their attorneys and/or insurers) with copies of any summonses, notices, subpoenas, or other legal documents which involve or relate to Consultant or any Worker or Candidate. City and Consultant affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. City and Consultant agree not to harass, discriminate against, or retaliate against any employee or worker of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law, or permit the same; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation or to violate any Applicable Law. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Worker or Candidate, City and Consultant agree to cooperate in the prompt investigation and resolution of such complaint.

Further, City and Consultant agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including, without limitation, the Family and Medical Leave Act and any similar state or local law, City and Consultant shall cooperate in compliance with any such requirements. City agrees to use its best efforts to reinstate Workers and Candidates who are entitled to return to performing services following a mandated and lawful leave.

Further, City represents and warrants that it will and does comply with the California Consumer Privacy Act and shall provide all required notices to all individuals required under such Act. City shall defend, indemnify, and hold Consultant harmless from any violation or alleged violation of the California Consumer Privacy Act or any other data privacy or protection law or regulation which may be asserted as a result of a violation of this provision.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason

at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

39. Warranties and Limitation of Liability. CONSULTANT'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. Consultant MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, Consultant WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT.

Consultant's liability hereunder for all other actual loss or damage under a given Work Order is limited to the amount paid by City to Consultant for the prior one (1) year period under the given Work Order, less any claim previously paid, measured from the time underlying claim occurred. Consultant's liability hereunder for all other actual loss or damage under the Direct Hire Services is limited to the Direct Hire Fee paid by City to Consultant for the applicable Candidate, less any claim previously paid.

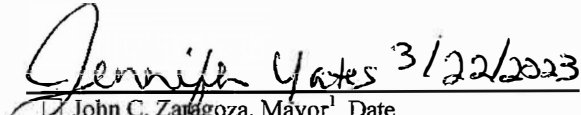
In all cases, any claim by City must be brought within twelve (12) months after the occurrence of the alleged act or omission otherwise such claim will be barred.

40. Surviving Sections. The parties shall remain obligated under all those provisions of this Agreement and any Work Order which by their nature obligate a party for a time period beyond termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

[SERVICE PROVIDER]


☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager

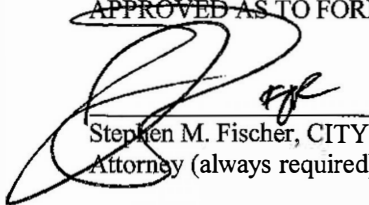
Steve Quarles, CEO Date

Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:


Stephen M. Fischer, CITY Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any property lease over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such lease up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such lease up to \$50,000 annually if up to 3 years.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. 32300297

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

[SERVICE PROVIDER]

- ☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager

DocuSigned by:
Steve Charles 3/10/2023
TBCF7DC3F64540E
Steve Charles, CEO Date
Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney Date
(always required)

¹ The City Council must authorize and the Mayor must execute any property lease over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such lease up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such lease up to \$50,000 annually if up to 3 years.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

A. Direct Hire/Contingent Search Services

1. **Scope of Direct Hire Services:** Upon Client's request, Consultant shall locate, recruit, and screen candidates ("Candidates") for employment with City and shall present identified Candidates to City for City's consideration ("Direct Hire Services"). Consultant will make reasonable inquiries to verify the accuracy of Candidate information collected and forwarded to City, but does not guarantee the accuracy thereof or Candidate performance. City is not obligated to request any referrals of Candidates hereunder, or to interview, hire, or engage any Candidate referred hereunder.

B. Contract Services

1. **Scope of Contract Services:** Consultant will assign its personnel or the personnel of any Subcontractor, which Consultant may engage to provide the services at its discretion (collectively "Workers") to augment City's staff pursuant to work orders executed by Consultant and City (each, a "Work Order"), a form of which is attached hereto as Exhibit A ("Contract Services"). All Work Orders are incorporated herein by reference and to the extent that any Work Order conflicts with this Agreement, this Agreement will prevail.

City will pay Consultant fees for Contract Services at the rate(s) set forth on applicable Work Orders, with a mark-up percentage of sixty five (65%). City will also reimburse Consultant for all incidental expenses that City has pre-authorized in writing. Consultant will submit invoices to City on a weekly basis stating the services furnished and any pre-authorized incidental expenses. City must pay all invoices net 22 terms from the date of each invoice in U.S. Dollars.

Unless set forth otherwise in the applicable Work Order, as it solely pertains to Workers, and except as to any Subcontractors, Consultant, as the employer of the Workers, shall be solely responsible, at its own expense, for paying all amounts due to or for the benefit of Worker; to pay and withhold all benefits, payroll taxes, workers compensation premiums, or taxes and unemployment taxes required to be paid and/or withheld in connection with the Worker's services provided hereunder; and to otherwise comply with all laws and regulations imposed on Consultant as the employer of Workers. Notwithstanding the foregoing, the obligations of Consultant set forth in this Section shall not apply to Subcontractors; provided, however, Subcontractors shall have similar obligations to its personnel. Further, Consultant shall designate one of its employees to act as a liaison between Consultant and City with respect to the implementation of this Agreement. The parties shall mutually agree as to specific details related to how and where the liaison shall provide such services.

FEES EXHIBIT

1. **Direct Hire Fee:** City shall pay Consultant for Direct Hire Services provided hereunder at a discounted fee of twenty (20%) of the Candidate's first full year's total base salary, excluding any bonuses or relocation payments ("Salary") (for hourly Candidates, the Salary will be determined based on the hourly rate multiplied by 40 hours per week and then multiplied by 52 weeks), of each Candidate hired or otherwise engaged by City for any position with City ("Direct Hire Fee"). Consultant shall invoice City for the Direct Hire Fee on a Candidate's first day of employment with City. City agrees to pay the Direct Hire Fee in full not later than forty- five (45) calendar days from the Candidate's start date.

2. **Direct Hire Guarantee:** If (i) City has paid all invoices in accordance with the terms of this Agreement; (ii) a Candidate voluntarily terminates his or her employment with City, or City terminates a Candidate's employment for any reason other than a reduction in force, lack of work, or elimination or material change in the responsibilities, location, or remuneration of the position; (iii) City does not hire a replacement from any other source; (iv) City is still actively seeking to fill the position; and (v) City informs Consultant in writing within five (5) calendar days of the date of a Candidate's termination, Consultant will provide a **ninety (90)** day replacement guarantee, wherein City may receive a replacement Candidate for no additional Direct Hire Fee. Further, this guarantee only applies if the replacement is for the same role and is initiated within five (5) calendar days from the date the Candidate being replaced departs from his/her role.

Conversion for Contract Worker: Upon to fifteen (15) calendar days' written notice to Consultant, City may hire, engage, or otherwise retain an employee through Consultant services. Within ten (10) days after commencement of such employment, engagement or retention, City shall pay a conversion fee to Consultant based upon the Salary (for hourly Workers, the Salary will be determined based on the hourly rate multiplied by 40 hours per week and then multiplied by 52 weeks) to be paid to such employee by City in the first year of employment, engagement, or other form of retention as follows:

Number of Billable Hours Worked by Worker	Conversion Fee – Percentage of annual Base Salary
1 – 800 hours	20%
800-1040 hours	10%
1040 hours +	Free conversion

EXHIBIT B

California -- Meal and Rest Periods for Kore1 Employees

Rest Period: Hourly/non-exempt employees are entitled to take a 10-minute paid rest period for every four hours of work, or major fraction thereof (see table below). These rest periods should be taken as close to the middle of each four-hour shift as is practical. Employees who are unable to take their rest period for any reason must notify their immediate supervisor at the Client's place of business or their Recruiter contact, who must notify Human Resources. Employees are not required to clock in and out for their rest period.

Hours Worked	Number of Rest Breaks
0-3.5	0
3.5 – 6.0	1
6.0 – 10.0	2
10.0 – 14.0	3
14.0 – 18.0	4

Meal Period: Hourly/non-exempt employees are entitled to an unpaid, uninterrupted meal period for each eight-hour shift they work. This meal period must be at least 30 (thirty) minutes long and must begin within 4:59 hours (four hours, fifty-nine minutes) after the start of the shift. Employees **are** required to report each daily meal period on their weekly time records. Employees are prohibited from performing any work while on meal periods.

Employees whose timecards reflect that they (1) have not taken their meal period; or (2) have not taken their meal period within 4:59 hours from the start of their shift; and/or (3) have not taken at least a 30-minute meal period may be subject to disciplinary action.

Waiver of First Meal Period: Employees may waive their first meal period, provided that:

- The day's work will be completed with the first 5:59 hours (five hours, fifty-nine minutes);
- The employer and employee mutually consent, and the employee has a signed meal waiver on file with Kore1.

Employees who waive their meal period and then end up working more than 6 hours (5:59) may be subject to disciplinary action in accordance with the disciplinary process outlined above. Client shall be solely responsible for ensuring all meal and break periods are lawfully complied with and shall defend, indemnify, and hold KORE1 harmless for any violation of the same in accordance with Section C.3. of the Agreement.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: July 27, 2023

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Ratify submission of application for 2022 Emergency Management Performance Grant (EMPG) (In kind match of \$36,393 required).

RECOMMENDATION

The Oxnard City Council adopt a resolution:

1. That ratifies the submission of a grant application to the Ventura County Office of Emergency Services for the 2022 Emergency Management Performance Grant (EMPG) in the amount of \$36,393 for the purpose of offsetting the salary and benefits of the Emergency Services Manager, and the required salary match of \$36,393;
2. That authorizes the City Manager or designee to execute the grant agreement if funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

BACKGROUND

The 2022 Emergency Management Program Grant (EMPG) is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate against, or recover from natural or man-made emergencies and disasters.

DISCUSSION

If awarded, the \$36,393.00 will be used to offset the salary and benefits of the Emergency Services Manager (ESM). The use of EMPG funds for salary offset meets the requirements of the grant include ensuring compliance with the National Incident Management System (NIMS), the National Response Framework (NRF) and the State of California's Standardized Emergency Management System (SEMS).

Under the 2022 Emergency Management Program Grant the City must provide a 100% match. The City may use the General Fund budget for the salary of the Emergency Services Manager as the matching funds for this grant. The 2022 grant will provide \$36,393.00 in funding with Oxnard matching \$36,393.00 in Fire Department personnel salary.

It was not possible to obtain prior approvals from the Public Safety Committee and the City Council before submitting this grant application due to the extremely short application period required by the Ventura County Office of Emergency Services (OES). The Oxnard Fire Department received notification of the 2022 EMPG Application on Friday October 21st 2022.

The deadline for submittal of the completed application to Ventura County OES was Friday, November 18th 2022. This provided the Fire Department only 19 working days to prepare and submit the application.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

This is an annual grant with 100% match requirement. Under the provisions of this grant the matching funds can be a direct financial contribution or in the form of an in-kind match. The 2022 grant application is in the amount of \$36,393. Therefore, the federal share will be \$36,393 with the applicant match being \$36,393. The Fire Department will provide an in-kind match of \$36,393 using existing Fire Department personnel costs. The grant will be funded and the match will be provided in FY 2022-2023. As a result, the General Fund will avoid \$36,393 in costs this fiscal year that it otherwise would have had to bear.

For Finance Use Only: In-Kind Match: General Fund (Org. 1012502); State Grant Fund (Org. 2102501)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on 7/11/2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. Resolution EMPG 2022 Applications
2. G2340_EMPG22 Award Letter

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL AND ACCEPTANCE OF EMERGENCY MANAGEMENT PERFORMANCE
GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the submission and accept the award of Emergency Management Performance Grant in the amount of \$36,393 with a local salary match of \$36,393, for the purpose of offsetting the salary and benefits of the Emergency Services Manager.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to offset the salary and benefits of the Emergency Services Manager. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2021-2022 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 27th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



Ventura County **SHERIFF'S OFFICE**



Jim Fryhoff - Sheriff | **John Reilly** - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org

City of Oxnard
Attn. Scott Brewer
360 West Second Street
Oxnard, CA 93030

Grant: 2022-0043
Cal OES ID# 111-000000
Tracking #: 22-EMPG-OX
Project: E.S.M Salary Offset
Performance Period: 07/01/2022 – 02/01/2024

May 04, 2023

NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL

Dear Mr. Brewer,

The California Governor's Office of Emergency Services has approved the County of Ventura's FY 2022 Emergency Management Performance Grant application in the amount of \$340,076. Cities within the County are eligible for subawards based on percentage of total County population. Your organization's application has been approved for \$36,393.

The Emergency Management Performance Grant is awarded on a reimbursement basis. Subrecipients are responsible for initiating, managing and funding projects to completion within the performance period. Extensions are not available due to delays or supply chain interruptions. All projects must be completed, and reimbursement packages received no later than February 1, 2024.

The subrecipient's project manager is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. Failure to adhere to this requirement will result in the deobligation of grant funds.

If you have questions pertaining to this grant, please contact Claudia Gomez at Claudia.Gomez@ventura.org or (805) 654-5166

Sincerely,

Patrick Maynard
Director
Ventura County Sheriff's Emergency Services



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: July 27, 2023
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Transformative Climate Communities Grant Application

RECOMMENDATION

That the City Council:

1. Adopt a resolution:
 - a. authorizing the City Manager, or designee, to submit a Transformative Climate Communities Program grant application for \$2,400,000 in partnership with Many Mansions;
 - b. authorizing the City Manager, or designee, to execute and submit all grant documents including, but not limited to, applications, agreements, and payment requests, that may be necessary to carry out the purposes of the grant;
 - c. authorizing the Chief Financial Officer, or designee, to submit financial reports and grant claims, and approve budget appropriations for the use of the grant funds; and
 - d. authorizing the Housing Director, or designee, to submit non-financial reports; and
2. Authorize the City Manager, or his designee, to execute a conditional funding award letter, committing \$1,200,000 of HOME American Rescue Plan funding to Many Mansions for the construction of Aspire Apartments, an eighty-eight-unit mixed-use affordable rental housing project located at 536-538 Meta Street.

(This item did not originate in Committee.)

BACKGROUND

The Transformative Climate Communities (TCC) Program began in 2016, as part of the State of California's Climate Budget and was expanded under Assembly Bill 2722, which together put billions of Cap and Trade dollars to work with a goal of reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment, particularly in disadvantaged communities.

The California Strategic Growth Council administers the TCC Program in partnership with the California Department of Conservation. Under the current Round 5 of the TCC Program, a total of \$99,200,000 is available for three types of grants that are summarized below.

1. Planning Grants (\$900,000 available) - Prepares disadvantaged communities for future funding opportunities in programs that align with the TCC Program's objectives
2. Project Development Grants (\$9,800,000 available) - Supports disadvantaged communities by funding planning, pre-development and basic infrastructure activities that advance the communities' climate and community resilience goals and prepare them for future funding opportunities aligned with the TCC Program's objectives
3. Implementation Grants (\$88,500,000 available) - Supports neighborhood level proposals that include multiple, coordinated projects that reduce greenhouse gas emissions and achieve other community benefits

Many Mansions is a non-profit housing organization that works to provide affordable rental housing to low-income

households. Many Mansions is one of the leading nonprofit affordable housing developers in Ventura and Los Angeles Counties. They are also the developer of Central Terrace, an eighty-seven-unit affordable housing development located in downtown Oxnard, which is currently under construction.

On June 27, 2022, Many Mansions received a Planning and Zoning Permit and Density Bonus Permit approval for a five-story, eighty-eight unit mixed used affordable housing development, known as Aspire Apartments.

Aspire Apartments consists of demolishing an existing 2,700 square foot commercial building and allow for the construction of a 97,517 square foot five-story mixed-use affordable housing apartment building with eighty-eight residential units, fifty-three parking spaces, 4,549 square feet of indoor common space, a 5,185 square foot private open courtyard and a 5,606 public open space (Paseo). Understanding the need to create more open space in the community, Many Mansions has proceeded with the development of the Paseo, utilizing grant funding received from the California Strategic Growth Council under their Affordable Housing and Sustainable Communities Program for Central Terrace and an allocation of Community Development Block Grant (CDBG) funding from the City of Oxnard. Many Mansions is preparing to submit for plan check in August of 2023 and hope to break ground by the end of the year.

The proposed building is designed with fifty-six one-bedroom units and thirty-two two-bedroom units. All of the units open to an interior courtyard with seating and green space located in the middle of the second floor. The proposed project includes commercial space and parking for residential and commercial on ground level, with an additional four levels of residential units.

A density bonus permit approved four concessions, resulting in the project being 100 percent affordable for households with incomes between 30% and 80% of area median income for fifty-five years. All units will be affordable, except for the managers units, thus operating in compliance with the density bonus law and inclusionary ordinance requirements.

Although Aspire Apartments has been fully entitled, the project has not proceeded because financing has not been secured. The project is expected to cost \$62,000,000.

DISCUSSION

The TCC Program provides a unique opportunity to receive grant funding to support the construction of Aspire Apartments, along with an opportunity to continue revitalizing Downtown Oxnard through planning and improvements. The TCC Program allows local community organizations, including non-profit affordable housing developers, to partner with local jurisdictions to submit funding applications.

Seeing the TCC Program as a potential source of funding for Aspire Apartments and various city projects, Many Mansions submitted a request to the Housing Department. Many Mansions is requesting the city partner as a co-applicant for a TCC Project Development Grant.

Under the proposed TCC Grant Application, Many Mansions and the City of Oxnard would request \$2,400,000. If awarded, the funds would be used for the following activities.

1. Infrastructure improvements for Aspire Apartments. ("Housing Related Infrastructure"- \$250,000)
2. Development Funding for Aspire Apartments. ("Housing Component" - \$250,000)
3. Downtown Oxnard trash enclosure improvements. Funding would go to the Oxnard Public Works Department. ("Community Improvement Component" - \$1,000,000)
4. Hire consultants to conduct community outreach and develop plans for new parks, urban greening, public gathering spaces and other various community serving amenities with a focus on city-owned parcels in the Meta District and Downtown Oxnard. ("Community Improvement Component" - \$700,000)
5. Hire a consultant to conduct community engagement to develop and offer workforce and economic development programs. ("Community Improvement Component" - \$200,000)

Although the project development grant does not require a match, the program does score applicants higher if they leverage funds that contribute to activities identified in the grant application. In order to have a more competitive application, Many Mansions is seeking a commitment of \$1,200,000 to support the development of Aspire Apartments.

As part of the American Rescue Plan, the U.S. Department of Housing and Urban Development (HUD) was awarded \$5 billion dollars in HOME American Rescue Plan (HOME ARP) to distribute to local jurisdictions, to assist individuals or households who are homeless, at-risk of becoming homeless and other vulnerable populations, by providing housing, rental assistance, supportive services and non-congregate shelter.

Under the HOME ARP program, the City of Oxnard was awarded \$2,772,021. The City of Oxnard's HOME-ARP allocation plan was recently approved by HUD making the funds available for use.

Therefore, to fulfill Many Mansions \$1,200,000 request, the Housing Department recommends committing HOME-ARP funding to Aspire Apartments. A commitment of funding will not only improve our chances of being awarded a Project Development Grant, but will also assist Many Mansions as they continue to seek out additional funding to develop Aspire Apartments.

To memorialize the funding commitment, Housing Department staff is requesting authorization for the City Manager to execute a conditional funding commitment letter. This approach is recommended, as it provides the commitment needed by Many Mansions for the TCC Program Grant, but also provides staff with an ability to continue examining the project as new funding is infused, which may impact the overall project. Once all funding is secured, staff will return to City Council for final approval of the project's loan documents.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact to the General Fund for adoption of this recommendation. The Housing Department has the available HOME-ARP program funds necessary to fund the loan.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Award Letter
2. Resolution_ Transformative Climate Communities Grant Application
3. Powerpoint Presentation



July 27, 2023

Alexander Russell
Chief Operating Officer
Thousand Oaks, CA 91362

RE: Conditional Funding Commitment for Aspire Apartments

Dear Mr. Russell,

We are pleased to inform you that the City of Oxnard (City), hereby grants conditional approval of the use of \$1,200,000 in HOME – American Rescue Plan Program funds in the form of a loan for the purpose of financing the development of a eighty-eighty (88) unit affordable housing development (“Project”), located at 536-538 Meta Street, Oxnard, California 93030, known as Aspire Apartments. The proposed project will consist of the following proposed unit mix: fifty-six (56) one-bedroom units and thirty-two (32) two-bedroom units.

Final approval of the use of these funds is subject to the following conditions:

1. City’s complete review of your final HOME-ARP Program Application and related documentation;
2. Providing the City with evidence of a firm commitment of all funding sources necessary for project completion;
3. National Environmental Protection Act (NEPA) Clearance;
4. City Council Approval;
5. Compliance with all local, state, and federal rules, regulations, and laws.

The Cypress Place project will target farmworkers earning between (30) thirty percent to (80) eighty percent of the area median income.

The City of Oxnard is excited to partner with Many Mansions on this project and looks forward to increasing affordable housing in Oxnard.

Sincerely,

Alexander Nguyen
City Manager

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD

APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, in the 2022 the Legislature and the Governor of the State of California provided funding for the Transformative Climate Communities (hereafter referred to as “TCC”) Program, established by Assembly Bill 2722 (2016); and

WHEREAS the Strategic Growth Council (hereafter referred to as “SGC” or “Department”) is responsible for the administration of this grant program, including developing guidelines and selection criteria; and

WHEREAS the SGC released the TCC application guidance on March 16, 2023, with a due date of August 1, 2023; and

WHEREAS the SGC issued a Notice of Funding Availability dated March 8, 2023 (“NOFA”) under TCC Program established by Assembly Bill 2722 (2016); and

WHEREAS procedures established by the SGC require a resolution certifying the approval of application(s) by the Applicant’s governing board to apply for and accept a Transformative Climate Communities grant if awarded, and authority to execute all related documents; and

WHEREAS, Many Mansions, a public non-profit corporation (hereinafter referred to as “Many Mansions” or “Lead Applicant”), desires participation from the City of Oxnard in the TCC Project Development Grant application as a Co-Applicant; and

WHEREAS the City of Oxnard is authorized to do business in the State of California, is an Eligible Co-Applicant under the TCC Program, and desires to apply for TCC Program funds and submit the Application Package released by the Department for the TCC Project Development Grant Program for eligible project activities as defined in the TCC Round 5 Program Guidelines, Section 4.2, adopted by SGC on February 28, 2023; and

WHEREAS, the TCC Project includes the construction of an affordable housing development, Aspire Apartments (“Housing Component”), located at 536 Meta Street, Oxnard, CA 93030 (“Property”), Off-Site Housing-Related Infrastructure Improvements (“HRI Component”), and Community Improvements in the City of Oxnard that align with TCC Objectives (“Community Component” or “Community Improvement Component”) (hereafter collectively referred to as “TCC Project” OR “TCC Project Components”); and

WHEREAS the Housing Department desires to apply for TCC Program funds and submit the Application Package released by the Department for the TCC Project Development Grant Program; and

WHEREAS the Housing Department has requested that City Council approve the submittal of an application to the California Strategic Growth Council for \$2,400,000 in Transformative Climate Communities Program grant funds, to be used for the TCC Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES TO:

1. Approve the filing of a grant application for \$2,400,000 in Round 5 of the Transformative Climate Communities grant for funding Year 2023, to be submitted no later than August 1, 2023.
2. Approve the proposed project activities as defined in the TCC Round 5 Project Guidelines, Section 4.2, adopted by SGC on February 28, 2023.
3. Approve participation as a Co-Applicant to submit a grant application to the TCC Grant Program, with Many Mansions, as the Lead applicant.
4. Approve and certify that the Lead Applicant, and the City of Oxnard as Co-Applicant, has sufficient resources to execute the strategies and projects that are outlined as the activities described in the TCC Project Development Grant application to the Transformative Climate Communities Grant Program.
5. Authorize the City Manager or designee is to execute and submit all grant documents including, but not limited to, applications, agreements, payment requests, that may be necessary for completion for the aforementioned strategies and TCC Project; authorize the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorize the Housing Director or designee to submit non-financial reports.
6. The City Clerk shall certify to the adoption of this resolution, which shall take effect immediately upon adoption.

SIGNATURES ON THE NEXT PAGE

PASSED AND ADOPTED this 27th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Transformative Climate Communities Grant Application and Conditional Funding Award Letter

Emilio Ramirez, Director
Housing Department

City Council
July 27, 2023

The Transformative Climate Communities (TCC) Program began in 2016 and put billions of Cap and Trade dollars to work with a goal of reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment, particularly in disadvantaged communities.

The California Strategic Growth Council administers the TCC Program and under the current round 5 of the TCC Program a total of \$92 million is available for the following three grants:

1. Planning Grants - \$900,000
2. Project Development Grants - \$9,800,000
3. Implementation Grants - \$88,500,000



Many Mansions and Aspire Apartments

3

On June 27, 2022, Many Mansions, an affordable housing developer, received planning approval for a 5-story, 88 unit mixed used affordable housing development, known as Aspire Apartments.

All units will be affordable and serve households with incomes between 30% and 80% of area median income for 55 years.

Although Aspire Apartments has been fully entitled, the project has not proceeded because financing has not been secured.



Many Mansions is requesting the city partner as a co-applicant for a TCC Project Development Grant and request \$2,400,000. If awarded, the funds would be used for the following activities.

1. Aspire Apartments Infrastructure. (\$500,000)
2. Downtown Oxnard trash enclosure improvements. (\$1,000,000)
3. Community outreach and plan development for new parks, public gathering spaces and other community amenities in Downtown Oxnard. (\$700,000)
4. Community outreach to develop and offer workforce and economic development programs. (\$200,000)



Although the Project Development Grant does not require a match, the Program does score applicants higher if applicants can leverage funds, therefore Many Mansions is seeking a commitment of \$1,200,000 to support the development of Aspire Apartments.

To fulfill Many Mansions \$1,200,000 request, the Housing Department recommends committing HOME-ARP funding to Aspire Apartments.

Housing Department staff is requesting authorization for the City Manager to execute a conditional funding commitment letter. Once all of the project's financing is secured, staff will return to City Council for final approval of the project's loan documents.

1. Adopt a resolution:

- a. authorizing the City Manager, or designee, to submit a Transformative Climate Communities Program grant application for \$2,400,000 in partnership with Many Mansions;
- b. authorizing the City Manager, or designee, to execute and submit all grant documents including, but not limited to, applications, agreements, and payment requests, that may be necessary to carry out the purposes of the grant;
- c. authorizing the Chief Financial Officer, or designee, to submit financial reports and grant claims, and approve budget appropriations for the use of the grant funds; and
- d. authorizing the Housing Director, or designee, to submit non-financial reports; and

2. Authorize the City Manager, or his designee, to execute a conditional funding award letter, committing \$1,200,000 of HOME American Rescue Plan funding to Many Mansions for the construction of Aspire Apartments, an eighty-eight-unit mixed-use affordable rental housing project located at 536-538 Meta Street.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: July 27, 2023

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending June 30, 2023. (10 minutes)

RECOMMENDATION

That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/YqQphbLMU14>

BACKGROUND

The City of Oxnard's June 2023 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council.

But first, I wish to give a special thanks to the city staff without whose assistance this report could not be generated. This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of June 30, 2023. The following data is included in this report.

For the month of June, the investment portfolio earned an estimated **\$877,195.21** including LAIF and the Ventura County Investment Pool, and an efficiency rating remained at **97%**, with estimated annual earnings of **\$10,526,342.50**.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For the month of June, we were at 97% efficiency and have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for June 30, 2023, so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of June 30, 2023, upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs

are created in order to show trends and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to your questions.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The City's total amount invested as of June 30, 2023, was purchased at a tax cost of **\$443,883,553.50**, with a PAR value of **\$443,755,000**. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower-yielding instruments in the market today.

ITEM	June 2023
Cost of investments (bank calc.)	\$443,883,553.50
Par or face value	\$443,775,000.00

USBank's tax costs and PAR/Face Value

In a market (the city's policy requires a risk-free rate of return) of fixed interest rates, any instrument purchased today will decrease in value as the interest rates increase and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government-sponsored enterprise bond) or CD so that there would be no market loss.

Cash balances on the 30th day of June 2023 in each authorized city bank account with Bank of America totaled **\$19,644,887.46** in the three Bank of America accounts.

City Treasurer's bank accounts	June 2023
City's General Fund bank account	\$11,281,110.86
Successor Agency bank account	\$8,047,910.10
W/C (workers compensation) account	\$0.00
Parking Citations updated	\$315,866.50
TOTAL CASH IN BANK ACCOUNTS	\$19,644,887.46

(Per Bank Statements as of June 30, 2023)

The investments have a par value of **\$ 443,755,000** and an estimated market value of **\$422,054,840.00**. Some were purchased months or years earlier and during the period of forced low GSE interest rates set by the former President. To provide greater return, we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5-year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's June average apportionment rate was **2.5%**, which is less than the current GSE (government-sponsored enterprise) rates and less than our average portfolio yield. Reducing the amount in LAIF would produce greater returns. However, doing so would also reduce the liquidity of the portfolio.

ITEM	June 2023
Cost of investments (bank calc.)	\$443,883,553.50
Par or face value	\$443,775,000.00
USBank est Market value	\$422,054,840.00

Estimated market value is based on price paid

The largest portfolio's average current earnings have a yield on a 365-day basis of **2.5%** year to date. Based on the face value of the investments, using the average portfolio yield for estimating the amount of interest earnings for the month of June produced estimated annual interest earnings of **\$10,526,342.50** million:

total est monthly earnings	\$877,195.21
City's weighted average investment	2.5%
total est annual earnings	\$10,526,342.50

Estimated annual and monthly earnings

Now, when we look back at the monthly cash flows of recent years, we find that the month with the highest cash outflow was 2018 with a one-month outflow of \$37.4 million. And the fact that we have \$65 million invested in LAIF and \$31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first, we look to see how much cash is available, and how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of the available cash, and we know that for normal/average operations we should retain a daily balance of \$3-5 million in the bank accounts. For the month of June, our efficiency rating was **97%**.

	June 2023
amount invested @ tax cost	\$443,883,553.50
total available cash to invest	\$455,480,530.86
percent invested = efficiency	97%

Efficiency rating

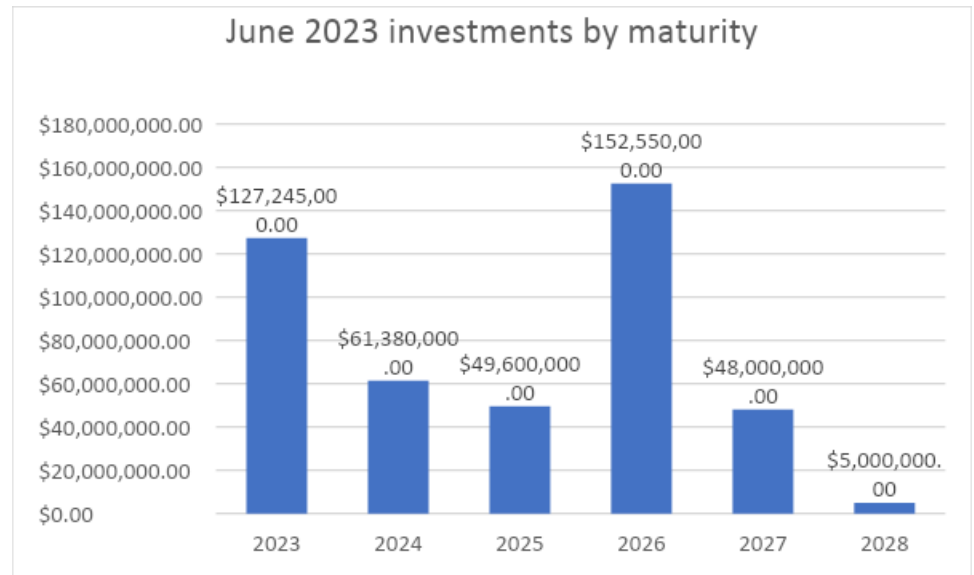
The daily cash report for the last working day in June shows sufficient available cash to satisfy the city's booked short-term obligations.

Report prepared by Eden Alomeri and Martha Guerra:

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 06/30/23		
.		
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	14,381,613.31	As of 06/29/23
1 Day Float	305,978.82	As of 06/29/23
Credit Cards-C2G/OTC	102,831.23	
Auto Pay		
LAIF Withdrawal		
Investment Coupon	59,322.92	
TOTAL CREDITS	\$ 14,849,746.28	
	DEBIT ESTIMATE	
Accounts Payable to Clear	200,000.00	
Payroll to Clear	67,519.89	
Direct Deposit	3,820,835.21	
EFT by A/P		
TOTAL DEBITS	\$ 4,088,355.10	
GENERAL ACCOUNT BALANCE	\$ 10,761,391.18	

SUCCESSOR AGENCY	\$ 8,047,910.10	
LAIF	\$ 75,000,000.00	
VCIP	\$ 31,000,000.00	

The bar chart below shows the maturities of the City's investment portfolio and reflects the fact that, as our older instruments are being called early, we find the need to acquire shorter-term notes, but not unless we can guarantee a rate of .79 % or higher as explained above.



Details of investments are available upon request.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: July 27, 2023

TO: City Council and Oxnard Parking Authority

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Exclusive negotiation agreement between the City of Oxnard, the Parking Authority of the City of Oxnard and The Daly Group. (10 minutes)

RECOMMENDATION

That the City Council and the Board of the Parking Authority of the City of Oxnard authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with The Daly Group regarding the Social Security Administration Building (425 South B Street), North Fifth Street, and the surrounding surface parking between B and C Streets and Fourth Street in downtown Oxnard, otherwise known as "Plaza Park North".

(This item was not considered by a Council Committee. The development of Plaza Park North was included in the discussion with the City Council on April 4, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GT7IA6RD3NU>

BACKGROUND

Over a number of years, the former Community Development Commission (CDC) purchased properties in downtown Oxnard for downtown revitalization purposes. The Social Security Administration (SSA) building located at 425 South B Street was acquired in 2008 for the development of a mixed-use project, commonly referred to as Plaza Park North. It was envisioned that the former SSA building would be razed and the fifteen subject parcels generally bounded by Second Street to the north, B Street to the east, Plaza Park to the south and C Street to the west would be assembled and developed with a multiple story development, with ground floor commercial space, dwelling units on the upper floors (APN 202010121; 202010123; 202010120; 202010122; 202010143; 202010137; 202010135; 202010133; 202010131; 202010129; 202010127; 202010125; 202010136; 202010140; and 202010141). Because of the severe economic downturn that occurred in 2008, the redevelopment of downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of redevelopment agencies effective February 1, 2012 further delayed redevelopment efforts.

In March 2017 the City retained Kosmont Companies to identify a developer to acquire and develop the subject properties. Kosmont led two Request for Qualifications (RFQ) processes in 2017 which did not result in acceptable proposals. On April 24, 2018, the City of Oxnard sent out a press release notifying all developers of a last call to submit proposals for the downtown properties. This effort also did not result in acceptable proposals. After meeting with various developers interested in Plaza Park North, staff recommended and the Council approved an Exclusive Negotiation Agreement (ENA) with Madison Park Financial Corporation (Madison Park) due to their proven track record of developing mixed use projects in the Bay Area. Due to impacts from COVID-19, Madison Park withdrew.

On February 1, 2022 the City Council declared surplus fifty-seven properties, including the Plaza Park North site. After complying with the Surplus Land Act required process to offer the property to the preferred public and affordable housing buyers, a transaction did not reach assent. The California State Department of Housing and Community Development has cleared the City of Oxnard to dispose of the property on the open market with a condition that at least fifteen percent of

any housing development must be affordable.

DISCUSSION

The Daly Group delivered a letter of interest to acquire the Plaza Park North site for development of a high-quality mixed-use project. The Daly Group was founded by Vince Daly in 1998 as a way to springboard from large housing complexes into the multifamily market. The aim of the company is to seek out opportunities for housing and mixed use in dense, urban areas. The Daly Group believes in producing quality developments, which means that the Daly team works closely with their architects and designers to create not only housing in the areas that need it, but also to positively impact the neighborhoods and their development. The Daly Group has developed several properties in Ventura County, including projects in Oxnard. (<https://dalygroupinc.com/Projects>).

Staff proposes an ENA with The Daly Group for a term of one year with a potential extension of up to one year. The purpose of the proposed ENA is to provide for the good faith negotiation with The Daly Group of a disposition and development agreement. If the City Council and the Oxnard Parking Authority approve the ENA with the Daly Group, City staff would immediately enter into negotiations with the Daly Group to determine the price and terms under which The Daly Group would acquire the Plaza Park North site. Any sale of these properties would include specific requirements regarding the type of project that would be constructed on the properties (subject to The Daly Group going through the City's entitlement process). The City would retain its approval authority for the proposed development to ensure the project would further the City's vision for Downtown. The requirements would be included as part of a disposition and development agreement, which would also require that the properties would revert back to the City and the Parking Authority if The Daly Group did not develop the properties in a timely manner pursuant to the terms of the agreements. The requested action only authorizes the City to negotiate with The Daly Group; it does not approve specific projects for the sites.

ENVIRONMENTAL IMPACT

Entering into the exclusive negotiation agreement will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines Section 15060(c)(2).) Before any development of the properties that are the subject of the exclusive negotiation agreement can occur, the City of Oxnard and the Parking Authority would have to agree to the sale of the properties to The Daly Group, and The Daly Group would have to obtain the necessary entitlements for the development of the properties.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There will be no financial impacts to the City of Oxnard or the Parking Authority by entering into the Exclusive Negotiation Agreement. Financial impacts would only occur if the properties were sold pursuant to subsequent agreements entered into between the City, the Parking Authority and The Daly Group.

COMMITTEE OUTCOME

This item was not considered by a Council Committee. The development of Plaza Park North was included in the discussion with the City Council on April 4, 2023.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Exclusive Negotiation Agreement
2. PowerPoint Presentation

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, effective this _____ day of July, 2023, by and between the City of Oxnard, a California municipal corporation (“City”), the Parking Authority of the City of Oxnard, a body corporate and politic (“Parking Authority”) and Daly Group, Inc., a California corporation (“Developer”).

- A. The City and the Parking Authority are the owners of specific parcels located in downtown Oxnard that are generally described in Exhibit A, which is attached hereto and incorporated herein by this reference, collectively referred to as the “Properties”.
- B. The Developer wishes to pursue the development of the Properties as high-quality mixed-use projects that would contribute to the optimum redevelopment of the Properties and other areas of downtown Oxnard.
- C. Pursuant to the terms of the Agreement, the City and the Parking Authority wish to grant an exclusive period of time for the Developer to consider the development of the Properties and to negotiate necessary agreements with the City and the Parking Authority for the acquisition and subsequent development of the Properties.
- D. The Parties desire to enter into negotiations concerning the acquisition and development of the Properties in furtherance of the requirements set forth in the Surplus Land Act (the “Act”) codified by Government Code Section 54220 through 54234 of the State of California.
- E. On May 10, 2022, the City and Parking Authority issued a Notice of Availability of surplus land to solicit proposals to develop on the Properties an affordable housing development consistent with the Act.
- F. The City and Parking Authority propose to dispose of the Properties in compliance with the Act and for the development of a mixed-use development including affordable housing and commercial uses to be mutually agreed upon by the Parties (“Proposed Project”).
- G. As more fully set forth herein, the Parties acknowledge and agree that this Agreement in and of itself does not obligate either Party to acquire or convey the Properties, does not grant the Developer the right to develop the Properties, does not obligate the City nor the Parking Authority to approve any planning applications, and does not obligate either Party to engage in any activities or incur any costs to develop the Properties other than those activities set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City, Parking Authority and the Developer agree as follows:

1) Exclusive Negotiation Regarding the Properties

- a) The City, Parking Authority and the Developer agree to negotiate in good faith for a period beginning on the date of this Agreement and ending twelve (12) months thereafter (subject to one possible extension as provided in Section 2 below), hereafter, the “Negotiation Period,” regarding the Developer’s acquisition and development of the Properties for a

mixed-use development in downtown Oxnard. The parties agree that the object of their negotiations is to discuss the Developer's planning and possible development of the Properties. The negotiations will include discussions concerning the commercial and residential components of the proposed developments. The City or the Parking Authority do not make any commitment regarding: (i) their ability or desire to enter into any agreement regarding the Developer's possible acquisition and development of the Properties; or (2) the price and terms under which they are willing to sell the Properties to the Developer.

- b) During the Negotiation Period, the Developer shall complete certain pre-development studies and activities related to the development of the Properties, which pre-development studies and activities shall include (but are not limited to) the following:
 - i) Document how the Developer's proposed development is consistent with the City Downtown Oxnard Vision and the Downtown Code and how Developer's proposed development will help facilitate the redevelopment of the downtown area;
 - ii) Prepare site plan, renderings and designs for the project that is proposed to be constructed on the Properties;
 - iii) Pursue the acquisition of adjacent privately owned properties if the Developer wishes to incorporate such properties into the development of the Properties; and
 - iv) Negotiate with the City and Parking Authority for the acquisition of the Properties.
 - c) Nothing herein is intended to prohibit the City and the Parking Authority from furnishing any information concerning the Properties which it may be required by law to furnish or which it would otherwise normally furnish to persons requesting information concerning the City's activities, goals and matters of a similar nature.
- 2) Extension of Agreement The parties may extend the Negotiation Period for one (1) six (6) month extension by an agreement in writing executed by the Developer, the City Manager and the Executive Director of the Parking Authority. The City Manager and Executive Director are not obligated to extend the Negotiation Period, but shall consider in his sole discretion whether to do so based upon Developer's progress and the progress of negotiations. Any such extensions executed by the City Manager and Executive Director do not require further approval from the City Board or Board of the Parking Authority.
- 3) Limitation on Remedies for Breach or Default and Release of Claims
- a) The City and Parking Authority would not have agreed to any part of this Agreement if they or their respective officers, officials, employees and agents were collectively or separately liable to the Developer for any amount of monetary damages or other remedies. Accordingly, the Developer acknowledges and agrees that the Developer's exclusive right and remedy upon any breach or default of the City or the Parking Authority to negotiate in good faith as set forth in this Agreement is to terminate this Agreement. The Developer acknowledges that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:
 - i) "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and

that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

- ii) Civil Code Section 1542 notwithstanding, it is the parties’ intention to be bound by the limitation on remedies set forth in this Section, and the Developer hereby releases any and all claims against the City and Parking Authority and their respective officers, officials, employees and agents for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to the Developer as of its entry into this Agreement. The Developer hereby waives the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.
- 4) Notices, Demands and Communications between the Parties Formal notices, demands and communications between the City, Parking Authority, and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, an overnight mail service (with signature for delivery required) or by courier not affiliated with the sender at the cost of the sending party with written evidence of receipt, to the principal offices of the City, Parking Authority or the Developer as designated below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate, by mail as provided in this Section.
- a) If to City: 300 West Third Street
Oxnard, California 93030
Attn: City Manager
 - b) If to Parking Authority: 300 W. Third Street
Oxnard, California 93030
Attn: Executive Director
 - c) With a copy to: 305 W. Third Street
Oxnard, California 93030
Attn: City Attorney and General Counsel
 - d) If to Developer: 305 S. Kalorama Street, Suite C-2
Ventura, CA 93001
Attn: Vince Daly
- 5) Access and Information Developer and its agents or representatives shall have the right to enter upon the Properties at any reasonable time and with a minimum of 24 hours prior notice during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Properties including, without limitation, verification of information, and conducting investigations, tests and studies. Upon Developer’s request, the City and Parking Authority shall promptly furnish to Developer all material information within its possession or control concerning the Properties, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Properties. Developer shall indemnify, defend and hold the City, Parking Authority and their respective officers, officials, employees

and agents harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City or Parking Authority may incur or be required to pay by reason of Developer's entry onto the Properties and activities conducted thereon by Developer or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Developer shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City or Parking Authority. Notwithstanding any other provision of this Agreement, Developer shall have no liability to the City, the Parking Authority or any other party by reason of, nor shall Developer have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Properties.

- 6) Authority to Sign The Developer hereby represents and warrants that the individuals executing this Agreement on behalf of the Developer have full authority to do so and to bind the Developer to perform pursuant to the terms and conditions of this Agreement.
- 7) Miscellaneous Provisions
 - a) The parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations.
 - b) This Agreement is for the sole purpose of agreeing to a period of exclusive negotiations. The City and the Parking Authority shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the consideration by the City and Parking Authority of any terms which may be agreed upon between the City staff, Parking Authority staff and the Developer. The Developer expressly acknowledges and agrees that the City and the Parking Authority will not and cannot be bound by any statement, promise or representation made by the City or Parking Authority staff during the course of negotiations of an agreement and that the City and Parking Authority may be legally bound only upon the subsequent approval of the agreement(s) by the City Council and Board of the Parking Authority, as applicable and appropriate, in accordance with applicable law.
 - c) In the event the parties fail to execute one or more agreements regarding the sale of the Properties and the development thereof, the parties shall not have any obligations or duties hereunder and no liability whatsoever.
 - d) The Developer expressly acknowledges and agrees that the City or the Parking Authority have not agreed to fund, subsidize or otherwise assist the Developer in connection with the proposed development of the Properties.
 - e) The Developer expressly acknowledges and agrees that the City or the Parking Authority will not be exercising their respective powers or eminent domain for the acquisition of any properties adjacent to the Properties.

- f) By agreeing to enter into this Agreement, the City and the Parking Authority are not committing or agreeing to undertake any acts or activities requiring the subsequent independent exercise of discretion by the City Council or the Board of the Parking Authority.
- g) Upon request by the City not more often than monthly, the Developer shall deliver to the City Manager or her designee, without cost or expense to the City, copies of all plans, reports, studies or investigations prepared by or on behalf of the Developer with respect to the Properties. The Developer shall indemnify, defend and hold the City and the Parking Authority, and their respective officers, officials, employee and agents harmless from any liabilities, including, without limitation, reasonable attorneys' fees and expenses, for payment of, or arising out of nonpayment of the cost of preparing the plans, reports, studies or investigations.
- h) This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- i) The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- j) This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.
- k) No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- l) All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement and making the decision to execute it. The parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.
- m) The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.
- n) This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.
- o) The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

- p) All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.
- q) Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- r) Any provision of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- s) No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the City, Parking Authority and the Developer.

(SIGNATURE ON THE FOLLOWING PAGE)

CITY OF OXNARD, a California municipal corporation

Date: _____

By: _____
Mayor

ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

PARKING AUTHORITY OF THE CITY OF OXNARD, a
body corporate and politic

Date: _____

By: _____
Chairman

ATTEST:

By: _____
Rose Chaparro, Secretary

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

Daly Group, Inc., a California corporation

Date: _____

By: _____
Vince Daly
President

EXHIBIT A
PROPERTY DESCRIPTION



PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010121	Address Not Assigned	.32	Parking Authority	Downtown	Downtown Core
202010123	Address Not Assigned	.05	Parking Authority	Downtown	Downtown Core
202010120	Address Not Assigned	.05	City	Downtown	Downtown Core
202010122	Address Not Assigned	.009	City	Downtown	Downtown Core
202010143	Address Not Assigned	.01	City	Downtown	Downtown Core
202010137	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010135	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010133	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010131	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010129	Address Not Assigned	.04	Parking Authority	Downtown	Downtown Core
202010127	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core

202010125	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010136	Address Not Assigned	.007	City	Downtown	Downtown Core
202010140	Address Not Assigned	.02	City	Downtown	Downtown Core
202010141	425 South B Street	.33	City	Downtown	Downtown Core

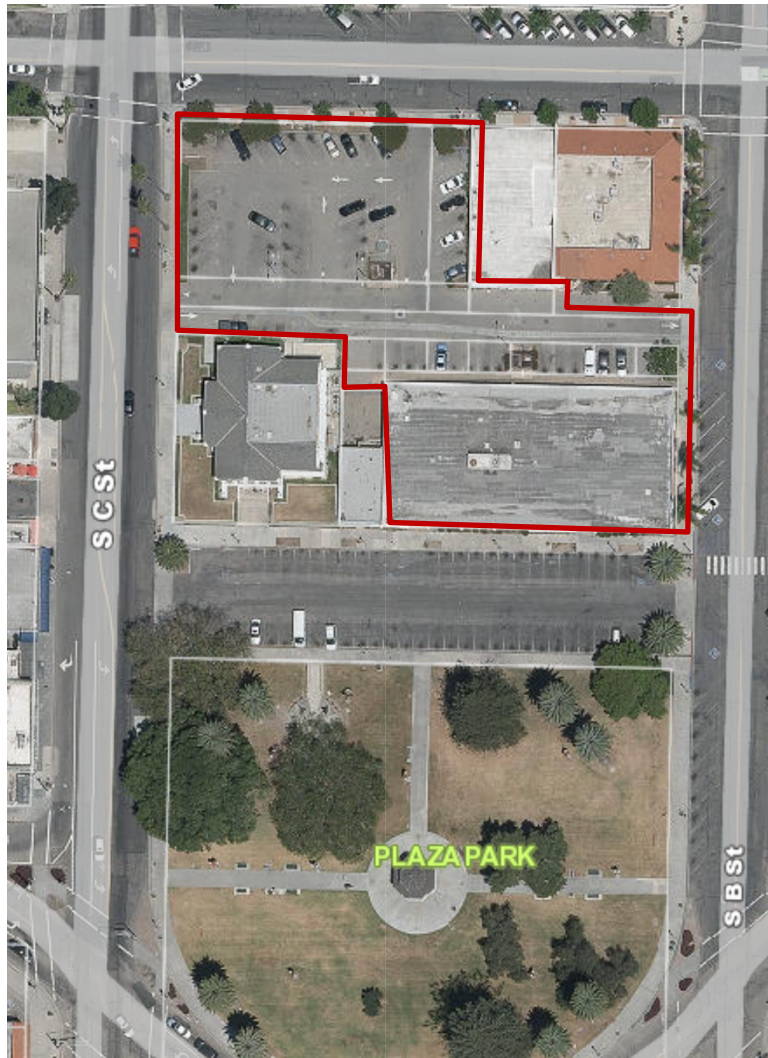
Exclusive Negotiation Agreement between the City of Oxnard, the Oxnard Parking Authority and The Daly Group for “Plaza Park North” downtown Oxnard.

Emilio Ramirez, Director
Housing Department
City Council
July 27, 2023

The Social Security Building

1. The Social Security building was acquired in 2008 for multi-story mixed use.
2. In 2017 the former Community Development Commission issued two RFPs seeking a buyer and redevelopment; no viable responses.
3. 2019 the City entered into an ENA with Madison Park Financial Corporation for redevelopment of the site; but due to COVID-19 Madison withdrew.





1. The City Council declared the North Plaza property surplus on February 1, 2022
2. 15 parcels bound by 2nd Street to the north, B Street to the east, Plaza Park to the south and C Street to the west
3. The former Social Security vacant building and a surface parking lot
4. The Surplus Land Act process offering the property to the preferred public and affordable housing buyers did not reach a transaction

1. The Daly Group delivered a letter of interest to acquire Plaza Park North for high-quality mixed-use.
2. The Daly Group was founded by Vince Daly in 1998
3. The aim of the company is to seek out opportunities for housing and mixed use in dense, urban areas
4. The Daly Group has developed several properties in Ventura County, including in Oxnard





Proposed Exclusive Negotiation Agreement

6

1. Staff proposes an exclusive negotiation agreement with The Daly Group for a term of one year with a potential one-year extension
2. City staff would negotiate with Madison Park to determine the price and terms for site acquisition for both properties.
3. Final acquisition terms would return to City Council for approval
4. The City would retain its approval authority of proposed development to ensure the projects would further the City's vision for Downtown.



Recommendation

That the City Council and the Oxnard Parking Authority authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with The Daly Group regarding the Social Security Administration Building (425 South B Street), North Fifth Street, and the surrounding surface parking between B and C Streets and Fourth Street in downtown Oxnard, otherwise known as “Plaza Park North”





End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: July 27, 2023

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Grant of Easement to Southern California Edison on a portion of City owned property located at 251 South A Street in Downtown. (10 minutes)

RECOMMENDATION

That the City Council:

1. Grant a 409 square foot easement to Southern California Edison on the City-owned property located at 251 South A Street consistent with Exhibit A and Exhibit B; and
2. Authorize the City Manager to take all necessary actions to execute the easement, in consultation with the City Attorney's office.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/kbXcJ4Ymejk>

BACKGROUND

In June 2022, construction began on the Casa de Carmen (formerly known as the Homeless Solution Center) mixed-use development project ("Project") located at 241 West Second Street. Casa de Carmen is being developed by Community Development Partners ("CDP") in partnership with Mercy House, the City's non-profit homeless shelter operator. The Project includes the demolition of an existing building on the property, new construction of fifty-six permanent supportive housing rental units, and the City's new 110-bed homeless services navigation center. The Project site was a formerly a City owned property that was donated to the Housing Trust Fund Ventura County, a non-profit organization aimed at increasing affordable housing in Ventura County, to facilitate the development of the Project as part of a City Council approved action on March 30, 2021.

DISCUSSION

As part of the conditions of approval for the Project, CDP is required to remove the existing power poles along the Project's alley frontage and place the existing overhead utility lines underground. To satisfy this condition, CDP must consult with Southern California Edison ("SCE") to obtain a preliminary plan identifying the method for underground conversion of the overhead powerlines. CDP requested a preliminary plan from SCE in January 2022 to accomplish the underground conversion. SCE provided a preliminary plan a year later, in January 2023, after various correspondence with the CDP team to obtain information necessary for SCE to prepare the plan. The plan requires the installation of an above-ground utility box measuring 7' x 14' x 11'.

Given the relatively small size of the Project site, there is not an adequate location on site to install the utility box. Therefore, a City-owned location across the street at 251 South A Street has been identified to accommodate the utility box. The needed easement would encumber 409 square feet (19.48 feet by 21 feet) in a landscape area on the

northside of the City's Main Library and adjacent to the sidewalk on Second Street . The proposed location has been reviewed by City staff and finds it to be an acceptable location that would not interfere with the property's current use. Additionally, this same utility connection could also support future downtown development.

Due to the current power requirements in the area, the overhead powerlines and poles cannot be removed until the utility box is installed to replace the power currently being provided by the existing powerlines. CDP estimates that construction may have to halt in July of this year.

To allow the Project to move forward and complete construction, staff recommends that the City Council grant an easement to SCE at the proposed location on the City's property and authorize the City Manager to take all necessary actions to execute the easement.

The Planning Commission determined on July 6, 2023 that the proposed grant of easement is in conformance with the City of Oxnard 2030 General Plan (a General Plan conformity finding) and that the determination was exempt from environmental review pursuant to the California Environmental Quality Act.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The recommended action has no fiscal impact to the City.

COMMITTEE OUTCOME

This specific item seeking an easement did not originate at Committee. However, the City Council, Planning Commission and Community Services, Public Safety, Housing & Development Committee have considered development of the Project on several occasions over the past two years.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Legal Description of the Easement Area
2. PowerPoint Presentation

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1

THAT PORTION OF LOT 1, AS SHOWN ON THE MAP ENTITLED "MAP NO. 4 OF THE TOWN OF OXNARD AND NORTH ADDITION TO THE TOWN OF OXNARD", RECORDED IN BOOK 5, PAGE 9, OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1.

THENCE NORTH 90°00'00" EAST 20.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 19.48 FEET; THENCE SOUTH 00°00'00" EAST 21.00 FEET; THENCE NORTH 90°00'00" WEST 19.48 FEET; THENCE NORTH 00°00'00" EAST 21.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT HAVING AN AREA OF 409 SQUARE FEET, OR 0.01 ACRES MORE OR LESS.

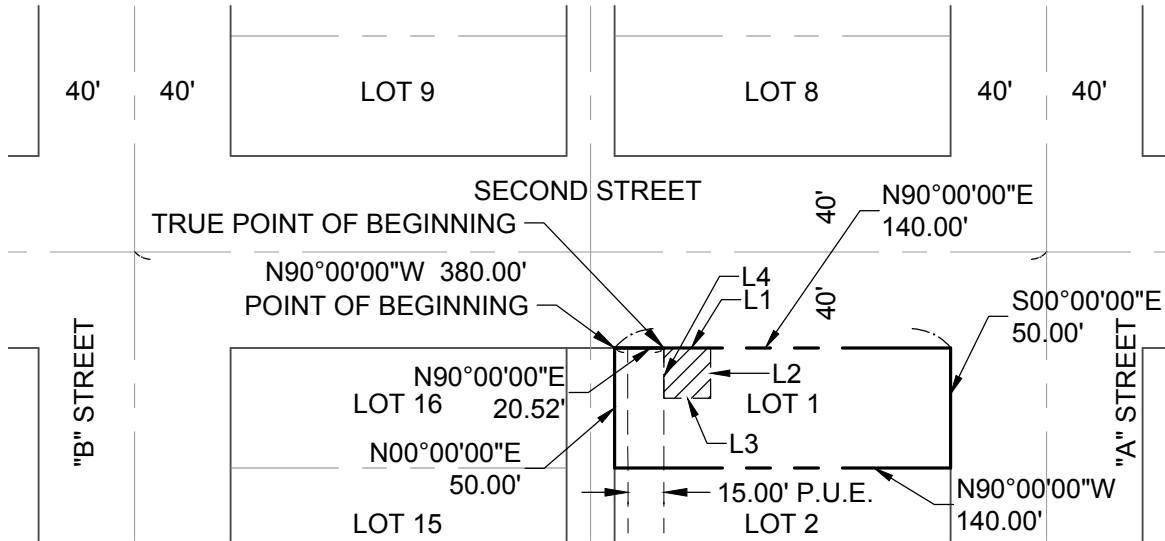
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

LUCAS A. CORSBIE
CALIFORNIA PLS NO. 9073
FOR AND ON BEHALF OF WARE MALCOMB
10 EDELMAN
IRVINE, CALIFORNIA 92618
P 949.660.9128



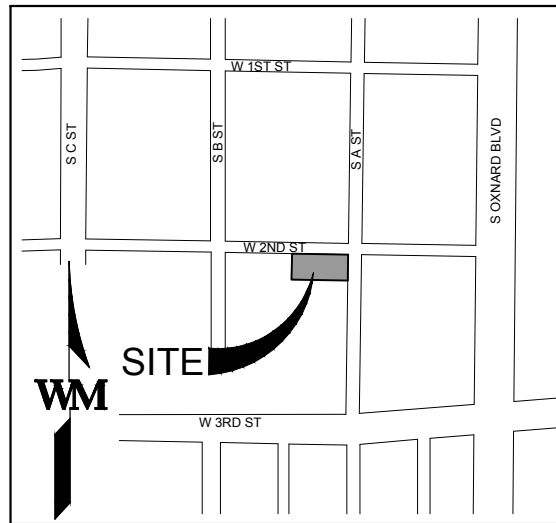
Jun 27, 2023

EXHIBIT B



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"E	19.48'
L2	S00°00'00"E	21.00'
L3	N90°00'00"W	19.48'
L4	N00°00'00"E	21.00'

NOTE: AREAS, BEARINGS, AND DISTANCES SHOWN HEREON ARE DERIVED FROM RECORD DOCUMENTS.



VICINITY MAP

SCALE: N.T.S.

LEGEND

PROPERTY BOUNDARY	---
EXISTING EASEMENT LINE	---
EXISTING STREET CENTERLINE	---
PROPOSED EASEMENT	///

I, LUCAS CORSBIE, HEREBY STATE THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE MATHEMATICAL DATA SHOWN HEREIN IS CORRECT.

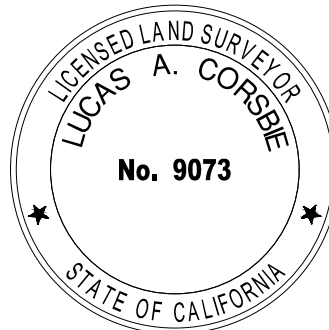
Lucas Corsbie

LUCAS CORSBIE NO. 9073

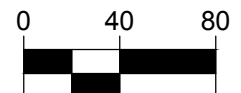
MY LICENSE EXPIRES: 03/31/2024

06/27/2023

DATE



Jun 27, 2023



SCALE: 1" = 80'
ORIGINAL GRAPHIC SCALE

10 edelman irvine, ca 92618 p 949.660.9128 waremalcomb.com CIVIL ENGINEERING & SURVEYING	PROJECT NAME: OXNARD			SHEET 1 OF 1
	JOB NO.: IRV20-4010		DATE : 06/27/2023	
	DRAWN: CM	PA/PM: LC	SCALE: 1" = 80'	

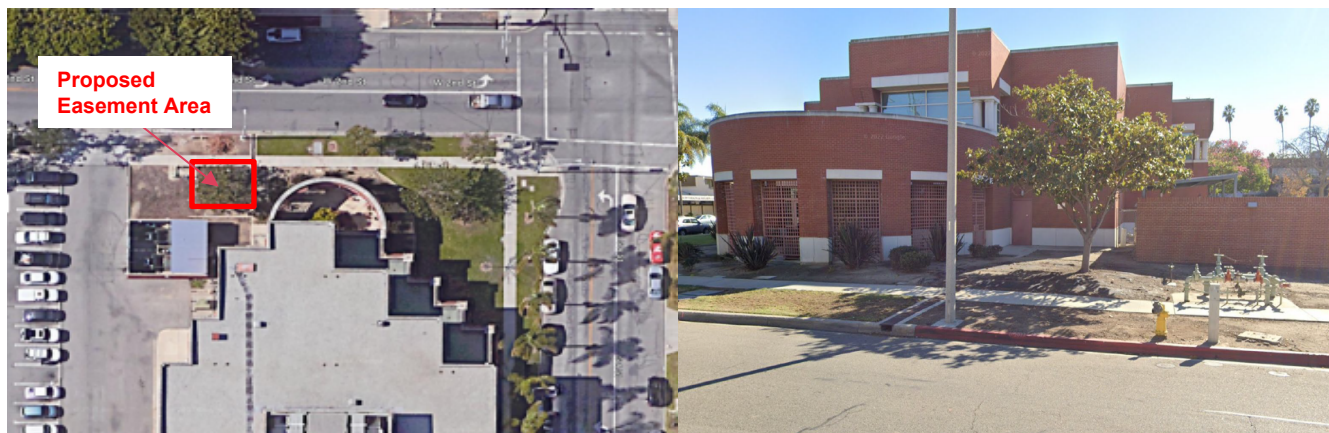
GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON ON A PORTION OF CITY OWNED PROPERTY LOCATED AT 251 SOUTH A STREET IN DOWNTOWN

Emilio Ramirez, Director
Housing Department

City Council
July 27, 2023



1. The Casa de Carmen homeless solutions center started construction in June 2022
2. Casa de Carmen will include fifty-six new permanent supportive housing units and a new 110-bed homeless services navigation center
3. The project is being developed by Community Development Partners and Mercy House



1. The construction of Casa de Carmen requires the removal of existing power poles along the project's alley frontage and placing the existing overhead utility lines underground
2. In order to complete the underground conversion of the overhead utilities the underground powerlines Southern California Edison must install utilities and a service box
3. The closest viable area to locate the above ground utility box is a landscape area on the northside of the City's Main Library adjacent to the existing sidewalk

1. The proposed easement area will encumber 409 square feet and measures 19.48' x 21' in size
2. The easement will accommodate a new utility box measuring 7' x 14' x 11' to house SCE equipment and will not interfere with the property's existing use
3. CDP's contractor cannot frame within close proximity to the existing overhead powerlines due to safety concerns and will have to halt construction until they are relocated underground



That the City Council:

1. Grant an easement to Southern California Edison; and
2. Authorize the City Manager to take all necessary actions to execute the easement, in consultation with the City Attorney's office.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.4

DATE: July 27, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Motorola Radio Purchase. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Oxnard Police Department to "piggyback" onto the County of Los Angeles Master Agreement No. MA-IS-2240228-1 with Motorola Solutions to purchase communication equipment, and authorize the Purchasing Agent to execute a purchase order in the amount of \$3,217,496.00 for the equipment purchase.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GnDol-wfnr8>

BACKGROUND

The Oxnard Police Department has an aging radio infrastructure and outdated portable and mobile radios. In addition to the aging infrastructure, the Department of Justice (DOJ) requires that as of October 2020, all CLETS (California Law Enforcement Telecommunications System) subscribing agencies use an encrypted radio channel to transmit personally identifiable information. The Oxnard Police Department is unable to comply with this requirement because the current radio infrastructure cannot support encryption. A workaround was developed until the radio infrastructure and equipment can be upgraded. The Police Department began researching infrastructure and equipment upgrades in 2020.

On July 1, 2022, the County of Los Angeles ("County") entered into an Agreement with Motorola Solutions, Inc. for radio communications equipment. The Agreement was procured through a competitive process. The term of that Agreement runs through June 30, 2025. Section 35 of the Agreement allows other municipalities, such as the City, to participate in the Agreement under the same terms, conditions and pricing as the County. To participate in the Agreement, the City must request a quote from Motorola and then issue a purchase order for the selected equipment. The radio communications equipment available under the Agreement satisfies DOJ standards. The contract and the quote for equipment from Motorola to the City are included with this staff report.

A portable radio is a handheld device designed for easy carrying and use by an individual. Officers and other field personnel use portable radios to communicate with the Police Department's Emergency Communication Center during their daily duties. While portable radios provide relatively shorter communications ranges compared to mobile radios, they offer the advantage of mobility and flexibility for field personnel.

In 1999, the industry-standard police portable radio was the Motorola HT1250. The Police Department purchased these for several years and continued to buy this model as the number of patrol officers increased.

The last purchase of this type was in 2003. After 2015, these radios were considered outdated, and Motorola ceased providing both parts and service to the HT1250.



The Police Department began purchasing the next generation of Motorola portable radios, the XT2500, between 2011-2012. Unfortunately, this meant patrol was now using a combination of two different models of radios. Motorola stopped manufacturing the XT2500 after 2014. Motorola stopped providing parts and service for the XT2500 radios in 2019.



A *mobile radio* refers to a two-way radio system designed primarily for use in vehicles. A mobile radio is typically mounted within a vehicle, such as a car, truck, or other forms of transportation. Mobile radios generally have higher transmitting power and a larger antenna compared to portable radios, which allows for a greater communication range. Originally, the Police Department purchased and used Motorola CDM 1550 radios in the fleet of police vehicles. Due to the lack of availability of Motorola mobile radios and cost, the Police Department transitioned to a Kenwood mobile radio for all fleet vehicles purchased after 2014. The Police Department has a combination of both mobile radios in its current fleet of vehicles. However, neither model of radio is compatible with a digital system.

Kenwood Mobile Radio:



Motorola CDM 1550 Mobile Radio



To upgrade to current industry standards and to be compliant with the standards of encryption set forth by the DOJ, the Police Department plan to upgrade the portable radios used by officers and non-sworn field personnel to the Motorola APX8000. The police radio installed in police fleet vehicles will be upgraded to the APX8500. APX8500:



This purchase will include 160 Motorola APX8000 portable radios, to complement the current 156 that the Department has already invested in. This will outfit all Police Department personnel. The purchase also includes 247 APX8500 mobile radios. This will outfit all Police Department fleet vehicles. Included in the agreement is seven (7) years of maintenance on both the portable radios and police fleet radios.



The following table represents a clear and concise overview of the cost savings the Department is receiving with the Motorola discount. Pursuant to the City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of a “piggy back,” whereby the City can use an existing contract to acquire the same goods or services at the same or lower price from another public entity's contract. The City of Oxnard would be procuring radio equipment under the terms and conditions of the County of Los Angeles Area MA-IS-2240882-1 valid July 1, 2022, through June 30, 2025, with a second-quarter customer loyalty discount incentive of 50% off portables, 37% off mobile radios and 25% off accessories. Accessories include batteries, chargers, and a radio speaker mic.

Item	List Price	Discount	Purchase Price
APX8000 Portable Radio	\$11,397 ea	50%	\$5,698 ea
APX8500 Mobile Radio	\$10,062 ea	37%	\$6,440 ea
Radio Accessories	\$74,628 total	25%	\$55,972 total

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The net amount of the agreement is \$3,217,496.00.

For Finance Use Only: The net amount of the purchase is \$3,217,496.00. There are sufficient funds in the FY 2023-2024 budget under ARPA Project #C2257 (3012131 - Police Radio Communications Upgrade).

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved by a vote of 2-0 on July 11, 2023, to approve the staff recommendation and to forward the item for Council consideration and approval.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. City Council Motorola Purchase Presentation
2. Quote From Motorola to the City
3. Agreement between County of LA and Motorola

Motorola Purchase

Oxnard City Council July 27, 2023

Gaye Lynn Ward, Communications
Manager

That the City Council approve and authorize the Oxnard Police Department to "piggyback" onto the County of Los Angeles Master Agreement No. MA-IS-2240228-1 with Motorola Solutions to purchase communication equipment, and authorize the Purchasing Agent to execute a purchase order in the amount of \$3.217,496.00 for the equipment purchase.

- The Radio Infrastructure that the Police Department is currently using is becoming obsolete, as well as the portable and mobile radios currently used by Department personnel.
- This purchase would allow for an equipment upgrade and integration for interoperability with other agencies in Ventura County.

At this time we currently have five different radios being used by department personnel.

When we transition to the County 700 Mhz the only radio that is currently used by field personnel that will be compatible with a digital system is the APX8000.

The Oxnard Police Department purchased Motorola HT1250 Portable radios between the years of 2001-2003. Support for these radios by Motorola was ended in 2015. Several Officers still carry this radio.



The Oxnard Police Department purchased a small amount of Motorola XT2500 Radios between the years of 2011-2012. Support for these radios by Motorola was ended in 2015. Several Officers carry this radio.



Pictured is the Motorola APX8000. The Police Department currently has 101 of these in the patrol division. This is the radio all of patrol will transition to after this purchase. This purchase also includes a seven year warranty for service with Motorola.



Beginning in 2020 the Oxnard Police Department began ordering small numbers of the Motorola APX8000 radio as replacements to the HT1250 and XT2500 radios. There are currently 101 APX8000 radios assigned to patrol officers.

The following mobile radios are the two types of mobile radios the Police Department currently uses in the fleet. The service life of a mobile radio is between 7-10 years.

The Oxnard Police Department stopped purchasing Motorola CDM1550 Mobile Radio in approximately 2014. Support for these radios by Motorola was ended in 2015. This radio is currently in several police units.



When the CDM1550 was no longer able to be purchased the Police Department transitioned to Kenwood Mobile radios. The remainder of the Police Department fleet has



The Oxnard Police will also need to upgrade to a new mobile radio for all 247 fleet vehicles. The Motorola APX8500 is an all band radio and can be configured to use any commonly used frequency by any agency in the tri-county area allowing for interoperability in Ventura County .



Motorola Pricing:

Item	List Price	Discount	Purchase Price
APX8000 Portable Radio	\$11,397 ea	50%	\$5,698 ea
APX8500 Mobile Radio	\$10,062 ea	37%	\$6,440 ea
Radio Accessories	\$74,628 total	25%	\$55,972 total

This purchase also takes into account future growth of the Police Department in outfitting both personnel and fleet vehicles.

In conclusion, upgrading our radio equipment is essential for the Police Department. It offers improved reliability, extended coverage, enhanced security and crucial interoperability with other agencies. This investment equips the patrol officers with the necessary tools to protect our community with exceptional service and ensure seamless coordination during joint operations within Ventura County.



QUESTIONS



OXNARD POLICE DEPT, CITY OF

(155) APX 8000/(245) APX 8500

04/26/2023

04/26/2023

OXNARD POLICE DEPT, CITY OF
305 W THIRD ST
OXNARD, CA 93030

RE: Motorola Quote for (155) APX 8000/(245) APX 8500
Dear Mrs. Gaye Lynn Ward,

Motorola Solutions is pleased to present OXNARD POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide OXNARD POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Mark Streker at mark.streker@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mark Streker
Sr. Account Executive

Billing Address:
OXNARD POLICE DEPT, CITY
OF
305 W THIRD ST
OXNARD, CA 93030
US

Quote Date:04/26/2023
Expiration Date:08/23/2023
Quote Created By:
Mark Streker
Sr. Account Executive
mark.streker@
motorolasolutions.com
8052498391

End Customer:
OXNARD POLICE DEPT, CITY OF
Mrs. Gaye Lynn Ward
gaye.lynn.ward@oxnardpd.org
+18053857740

Contract: LA County-MA-IS-2240228

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	155	\$7,774.00	\$3,887.00	\$602,485.00
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	155	\$567.00	\$283.50	\$43,942.50
1b	H38BS	ADD: SMARTZONE OPERATION	155	\$1,650.00	\$825.00	\$127,875.00
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	155	\$330.00	\$165.00	\$25,575.00
1d	Q629AH	ENH: AES ENCRYPTION AND ADP	155	\$523.00	\$261.50	\$40,532.50
1e	QA05509AA	DEL: DELETE UHF BAND	155	-\$800.00	-\$400.00	-\$62,000.00
1f	QA00580AA	ADD: TDMA OPERATION	155	\$495.00	\$247.50	\$38,362.50
1g	H869BW	ENH: MULTIKEY	155	\$363.00	\$181.50	\$28,132.50
1h	QA09001AB	ADD: WIFI CAPABILITY	155	\$330.00	\$165.00	\$25,575.00
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	155	\$0.00	\$0.00	\$0.00
1j	QA03399AA	ADD: ENHANCED DATA APX	155	\$165.00	\$82.50	\$12,787.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	155	\$386.00	\$386.00	\$59,830.00
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	155	\$186.50	\$139.88	\$21,681.40
3	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	200	\$142.56	\$106.92	\$21,384.00
4	HLN6875A	BELT CLIP 3 INCH	100	\$14.04	\$10.53	\$1,053.00
5	PMLN7903A	CARRY ACCESSORY-CASE,APX6000 CC 3 FIX BL TIA BATTERY	100	\$72.36	\$54.27	\$5,427.00
6	NAR6594A	ANT VHF / 7/800/GPS	50	\$81.00	\$60.75	\$3,037.50
	APX™ 8500					
7	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	245	\$5,893.68	\$3,713.02	\$909,689.90
7a	G806BL	ENH: ASTRO DIGITAL CAI OP APX	245	\$567.00	\$357.21	\$87,516.45
7b	G361AH	ENH: P25 TRUNKING SOFTWARE APX	245	\$330.00	\$207.90	\$50,935.50
7c	G51AT	ENH:SMARTZONE	245	\$1,650.00	\$1,039.50	\$254,677.50
7d	GA05509AA	DEL: DELETE UHF BAND	245	-\$800.00	-\$504.00	-\$123,480.00
7e	G843AH	ADD: AES ENCRYPTION AND ADP	245	\$523.00	\$329.49	\$80,725.05
7f	GA00580AA	ADD: TDMA OPERATION	245	\$495.00	\$311.85	\$76,403.25
7g	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	245	\$110.00	\$69.30	\$16,978.50
7h	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	245	\$105.00	\$66.15	\$16,206.75
7i	GA01670AA	ADD: APX E5 CONTROL HEAD	245	\$717.00	\$451.71	\$110,668.95
7j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	245	\$0.00	\$0.00	\$0.00
7k	G67EH	ADD: REMOTE MOUNT E5 MP	245	\$327.00	\$206.01	\$50,472.45



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	245	\$0.00	\$0.00	\$0.00
7m	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	245	\$66.00	\$41.58	\$10,187.10
7n	W22BA	ADD: STD PALM MICROPHONE APX	245	\$79.00	\$49.77	\$12,193.65
7o	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	245	\$604.80	\$604.80	\$148,176.00
	FLASHport Series	APX8000FLASHPORT				
8	T8549A	ANALOG CONVENTIONAL	1	\$0.00	\$0.00	\$0.00
8a	QA00580AB	ENH: TDMA OPERATION	101	\$569.00	\$455.20	\$45,975.20
8b	Q327BH	ENH: UPGRADE CONVENTIONAL TO SMART	101	\$1,012.00	\$809.60	\$81,769.60
8c	QA09001AC	ENH: WI-FI CAPABILITY FLP	101	\$380.00	\$304.00	\$30,704.00
8d	Q361AP	ENH: P25 9600 BAUD TRUNKING	101	\$380.00	\$304.00	\$30,704.00
8e	Q808AK	ADD: ASTRO DIGITAL CAI OPERATION	101	\$651.00	\$520.80	\$52,600.80
8f	QA03399AB	ADD: ENHANCED DATA	101	\$190.00	\$152.00	\$15,352.00
9	HKN6184C	CBL ASSY:CABLE CH, PROGRAMMING, USB	1	\$57.20	\$45.76	\$45.76
10	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	4	\$1,705.20	\$1,278.90	\$5,115.60
11	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	24	\$188.27	\$141.20	\$3,388.80

Subtotal \$4,842,785.58

Total Discount Amount \$1,880,098.37

Estimated Tax \$254,808.01

Grand Total \$3,217,495.22(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Essential Services Not Taxable in Cal.



TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2240228-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 2371000	
MOTOROLA SOLUTIONS INC 725 S. FIGUEROA ST., STE. 1855 LOS ANGELES CA 90017			BUYER: Lorena Sandoval PHONE: 323-267-2206 EMAIL: lsandoval@isd.lacounty.gov	
			VENDOR NO: 033256 CONTACT: Jeff Ashton PHONE: 954-605-3762	
			FISCAL YEAR: EFFECTIVE DATE: 07/01/22 EXPIRATION: 06/30/25	

RADIO COMMUNICATIONS (MOTOROLA)					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-45-00-028600 RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA % DISCOUNT: SEE EXHIBIT A _ 2022-2025 DISCOUNT DATED JULY, 1, 2022	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 962-86-00-043391 FREIGHT (SEE PAGE 17 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000

Lorena Sandoval Digitally signed by Lorena Sandoval Date: 2022.06.06 14:53:58 -07'00' COUNTY OF LOS ANGELES	 5/24/2022 VENDOR SIGNATURE/DATE
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SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 2
TERMS & CONDITIONS OF PURCHASE FOR CONTRACT MA-IS-2240228 NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 2240228 (TERM: 2022 - 2025) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 2240228. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.*** ****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.**** CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION. 1. TERMS OF AGREEMENT: THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT: A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS). B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT. C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS. VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS. ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION. 2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS. 3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 3
4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR. 5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 2240228 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER). 6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY. DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE. 8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS. 8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT. 9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES. 10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT. 11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 4
PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION. 11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES. 12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA. 13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER. IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE. VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF. THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE. 14 LIABILITY INSURANCE:		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 5
THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY. THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW. 15 INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$5 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$5 MILLION 16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING: EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION 17 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 6
GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE. CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS. EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT. THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE. THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN: LORENA SANDOVAL MA-IS-2240228 COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM # G115 LOS ANGELES, CA 90063 SUCH CERTIFICATES OR OTHER EVIDENCE SHALL: (1) SPECIFICALLY IDENTIFY THIS AGREEMENT. (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT. (3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT. (5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT. 18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY. FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 7
AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY: (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE. (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT. (3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER. (4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY. INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER: (1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR (2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME. 19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES. 20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY. 20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 2240228, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 8
AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS. 21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE. 22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY. 23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT. COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD. 24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT. 25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR. 26 STANDARD TERMS AND CONDCTIONS, PAGE 12 -PRICE GUARANTEE: DELETED 27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER. 28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 9
LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER. 29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS. 30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE. 30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN. 31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER. 32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF. 32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE. 33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT. 33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 10
POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR. 34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR 'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OS DEFAULT BY VENDOR. CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE. 35 PARTICIPATING PUBLIC AGENCIES COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE. THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER. PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY. THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY. THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT. EACH PARTICIPATING PUBLIC AGENCY'S PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-2240228 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 11
WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE. 36 FREIGHT/SHIPPING CHARGES: 1) ORDERS PLACED THROUGH THE MOTOROLA PARTS & ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE. 2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE. 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE. 37 PRICING AS PER ATTACHED: 1. EXHIBIT A _ 2022-2025 DATED JULY, 1, 2022 38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS. UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206. 39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 12
The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed. PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles. ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation. Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement. CONTRACTOR RESPONSIBILITY AND DEBARMENT 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 13
PROHIBITION AGAINST USE OF CHILD LABOR VENDOR shall: 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor. A. Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. B. Written Employee Jury Service policy. 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 14
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent. ASSIGNMENT BY CONTRACTOR A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county. B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT) 1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C). 2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. 3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. FEDERAL UNIFORM GUIDELINE CLAUSE By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 15
COMPLIANCE WITH COUNTY POLICY OF EQUITY The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.		



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.5

DATE: July 27, 2023
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Ormond Beach Status Update. (10 minutes)

RECOMMENDATION

That the City Council:

1. Receive an update on the current status of Ormond Beach; and
2. Provide additional comments and indicate its support of the direction of the Ormond Beach Restoration and Public Access Project Plan (OBRAP) document.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/xfVZrNEF2Y8>

BACKGROUND

The Ormond Beach area spans two miles of Oxnard's shoreline from the northwestern boundary of Pt. Mugu Naval Air Station to the Oxnard/Port Hueneme boundary, and extends over a mile inland. The area includes a recreational beach, rare wildlife and natural habitat, active farmland, active industrial operations, and the Halaco Superfund Site. The City of Oxnard is committed to restoring the Ormond Beach area, as reflected in the 2030 General Plan, which identifies numerous goals and policies for the area, including Community Development (CD-22) which encourages the restoration of the Ormond Beach Wetlands while ensuring appropriate public access.

The California State Coastal Conservancy ("SCC") and The Nature Conservancy ("TNC") have both acquired property in the Ormond Beach area to restore as much habitat as possible and to facilitate public access. In 2016, the City of Oxnard, the SCC, and TNC ("Project Partners"), entered into a partnership via Memorandum of Understanding (MOU) to collectively protect, manage, and restore the lands owned by the three entities in the Ormond Beach area.

In early 2017, the SCC, with funding assistance from TNC, hired a team of consultants to prepare the Ormond Beach Restoration and Public Access Project Plan ("OBRAP Plan" or "Plan"). The OBRAP area is located within the City of Oxnard and is at this time approximately 630 acres (per Attachment 2) made up of ownership by the City of Oxnard (80 acres), the SCC (260 acres), and TNC (290 acres). The City of Oxnard, SCC, and TNC conducted extensive community and stakeholder outreach to develop the OBRAP (See Community Outreach section of this report). It is important to note that the Ormond Beach Generating Station (known as GenOn) is not included as part of the OBRAP; nor is any other property not owned by one of the Project Partners.

The OBRAP's goals are twofold:

- 1) to restore and preserve coastal wetlands that have been altered by development over the past decades and create a self-sustaining ecosystem at Ormond Beach; and

2) to create and enhance opportunities for people to easily and safely visit Ormond Beach to enjoy both recreational and educational activities there.

The OBRAP recommends a natural approach to restore a range of wetland habitats, including salt marsh, freshwater, brackish and salt flats. However, it's of equal importance that Ormond Beach provide value to the public, particularly to Oxnard's residents living in underserved and disadvantaged communities. To this end, the OBRAP recommends constructing boardwalks and walking trails for residents to walk, ride bikes, and explore the area.

At the Community Services, Public Safety, and Housing & Development Committee's March 14, 2023 meeting, the Committee called for the City to host a town hall meeting about long-term management options for the OBRAP area. The town hall was held at the South Oxnard Center on April 24, 2023, as well as live streamed via Zoom. The purpose of the town hall was: to preview the long-term ownership and management recommendation for OBRAP area: for the community to provide feedback; and to have a Q&A session. The meeting was well-attended with 50 in-person attendees and an estimated additional 20 digital attendees on Zoom. The public response was overwhelmingly supportive of the project partner's recommendation: to pursue establishing a federal wildlife refuge with U.S. Fish and Wildlife Service (USFWS) at Ormond Beach. USFWS is gathering more information and has not yet committed to establishing a refuge. Both environmental and access improvements outlined in the OBRAP must be made prior to it becoming eligible to become a federal wildlife refuge.

DISCUSSION

The draft OBRAP was completed in May 2021. The OBRAP includes information on the area, site, goals, objectives, project opportunities, and project constraints, preliminary design elements and identifies a Preferred Alternative. The OBRAP Preferred Alternative is designed to enhance and restore existing habitat, increase public access to the Project Area and adjacent beach in an ecologically sensitive manner, and allow for habitat changes in response to projected sea-level rise and landward shore migration (Figure ES-3). The Plan includes actions (Table ES-1) to restore a range of wetland habitats between the shoreline and the uplands. Public access features envisioned include pedestrian trails that provide views of habitats and access to the beach, trail links to existing roads, updated parking and a potential visitor center. The design alternative takes into consideration opportunities and constraints such as existing infrastructure, adjacent land uses, sea-level rise, flood potential, and protections for existing sensitive habitats and special-status species. The preferred alternative is detailed starting on page 6-78 of Attachment 1 to this staff report (the OBRAP draft document).

The OBRAP is presented today to ensure the City Council is in support of the direction of this Plan. The OBRAP is currently undergoing an environmental review process with the California Department of Fish and Wildlife, referred to as a California Environmental Quality Act (CEQA) Statutory Exemption for Restoration Projects (SERP). During the process of environmental review the specifics of the OBRAP may be adjusted to develop with minimum environmental impacts. If the Council wishes to recommend changes to the draft OBRAP, now is the time to do so before the environmental review process is completed.

NEXT STEPS

The OBRAP can not be formally approved or adopted by the Council until such a time as the proposed land uses are updated to be consistent with the City's zoning and other land use plans. However, provided the Council supports the direction of the OBRAP, additional work can continue.

As indicated earlier, the OBRAP presents a Preferred Alternative and preliminary design of the alternative. The next phases of design will further develop the restoration and public access elements in the OBRAP, including responses to environmental review, additional technical analysis, regulatory review and public comment. Additional technical studies may be required to refine the Project description, in compliance with the California Environmental Quality Act.

Next steps will include: 1) completing additional technical studies to inform environmental review; 2) progressing design development; 3) initiating an environmental review Plan; 4) proceeding with regulatory approvals and permitting; 5) preparation of construction documents (for Plan implementation after permits attained); and, 6) Plan implementation via

construction and adaptive management (if approved). In addition, solidifying an entity to manage Ormond Beach for the long term is a high priority of the Project Partners.

The Project Partners envision additional opportunities for public review and comment at each stage of design development and during environmental review and regulatory approvals.

COMMUNITY OUTREACH

The development of the OBRAP document commenced in March 2017. This included a review of prior work focused on Ormond Beach, public and stakeholder outreach, additional data collection and analysis, modeling of future conditions, and technical reviews. The OBRAP builds upon and supersedes SCC's 2009 Ormond Beach Wetland Restoration Feasibility Study (Feasibility Study). In addition, a Scientific Advisory Committee (SAC) of technical experts was convened to review plan goals, priorities, data gaps, alternatives, and adaptive management approaches. A public workshop (June 21, 2017) was held to obtain input about the area, public access, visitor activities, and ideas for improvements. Door-to-door surveys in Spanish, English, and Mixteco, in several residential neighborhoods near Ormond Beach were also conducted to obtain input. The Project Partners also met with neighboring landowners and potentially affected agencies to discuss opportunities and constraints.

Following the May 2019 release of the Preliminary Plan, the Project Partners held a second public workshop on July 31, 2019 and focus groups were held in South Oxnard for English, Spanish, and Mixteco speakers. This Plan has been prepared with consideration of public input and it includes refinements to the preliminary Preferred Alternative.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no financial impact.

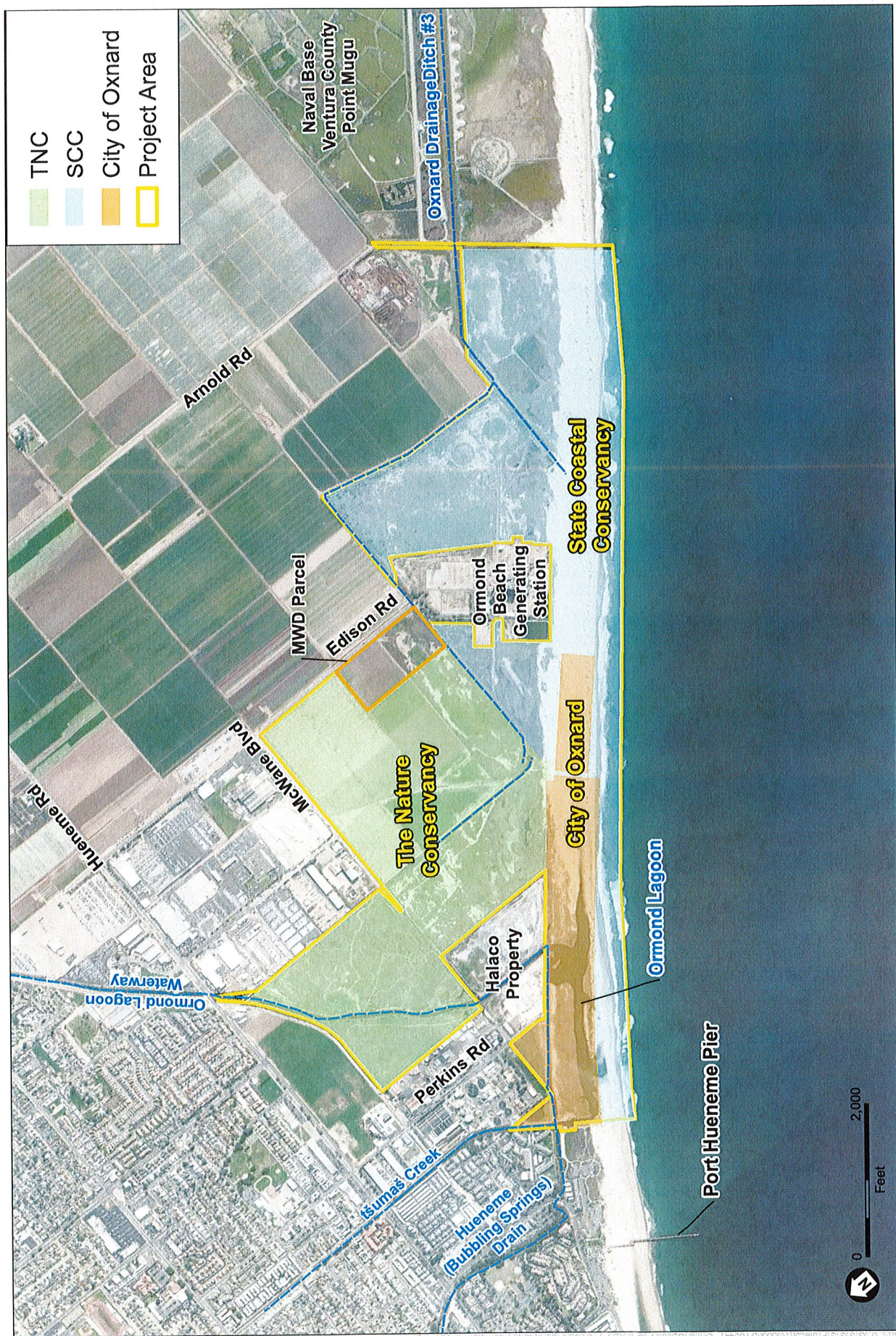
COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

1. Attachment 1 - Ormond Beach Restoration and Public Access Project Plan Map
2. Attachment 2 - Ormond Beach Restoration and Public Access Project Plan (Complete document link)
3. Attachment 3 - Ormond Beach Powerpoint Presentation



SOURCE: ESRI 7/19/2016, City of Oxnard, Ventura County

Ormond Beach Restoration and Public Access Plan

Figure ES-2
Site Map

ORMOND BEACH RESTORATION AND PUBLIC ACCESS PROJECT PLAN

The complete document is available at:

[https://www.oxnard.org/wp-content/uploads/2021/08/OB
RAP Preferred Alternative w appendices 05212021.pdf](https://www.oxnard.org/wp-content/uploads/2021/08/OB-RAP-Preferred-Alternative-w-appendices-05212021.pdf)

ORMOND BEACH STATUS UPDATE

Annie Jensen, Project Manager
City Manager's Office

July 27, 2023

That the City Council:

- I. Receive an update on the current status of Ormond Beach;
and
- I. Provide additional comments and indicate its support of the direction of the Ormond Beach Restoration and Public Access Project Plan (OBRAP) document.

The OBRAP is a written document that specifies two goals for Ormond Beach:

1. Restore and preserve coastal wetlands altered by development and create a self-sustaining ecosystem.
2. Create and enhance opportunities for people to visit Ormond Beach.





SOURCE: ESRI 7/19/2016, City of Oxnard, Ventura County

Ormond Beach Restoration and Public Access Plan

Figure ES-2
Site Map

Restoration Goals

Enhance and restore existing habitat and allow for habitat changes in response to projected sea level rise and landward shore migration.

Public Access Features

- 1. Multi-use trails*
- 2. Access and parking improvements*
- 3. Wetland boardwalks and overlook platforms*
- 4. Interpretive signage and kiosks*

Preferred Alternative and Preliminary Design - *Diseño Preliminar y Alternativa Preferida*



The OBRAP cannot be formally approved or adopted by council until such a time as the proposed land uses are updated to be consistent with the City's zoning and other land use plans.

Work on preliminary design and environmental can continue provided the council supports the direction of the OBRAP. Work includes:

1. Completing additional technical studies as needed to inform environmental review;
2. Progressing design development;
3. Initiating environmental review plan;
4. Proceeding with regulatory approvals and permitting;
5. Preparation of construction documents; and
6. Plan implementation.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.6

DATE: July 27, 2023

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Approval of a Funding Agreement between the City and the County of Ventura for the New Family Justice Center in Oxnard. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a Resolution authorizing the Mayor to execute a Funding Agreement with the County of Ventura for \$2,000,000 for the purchase of the building located at 554-555 South A Street for the Oxnard Family Justice Center; and
2. Authorize the City Manager or designee to execute the necessary actions to effectuate the transfer of funds.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ZAymUeygzkE>

BACKGROUND

Currently, Ventura County's (County) sole Family Justice Center (FJC) is located in the City of Ventura. It serves roughly 2,500 crime victims per year (not including children in the home) with wraparound services under one roof. Most of these victims are Medi-Cal enrollees, Latinx with two or more minor children in the home, and victims of domestic violence (73%). Nearly 23% of these victims are Mixteco or mono-lingual Spanish speakers and have limited transportation options. The most significant proportion of victims served at the FJC are residents of Oxnard (33%). Currently, Oxnard residents must travel to Ventura to receive FJC services.

DISCUSSION

On June 6, 2023, the Ventura County Board of Supervisors approved the purchase of the building located at 545-555 South A Street in Oxnard (Property). The purchase leverages \$2,000,000 in City funds (pending this agenda item's approval by City Council), \$1,000,000 in State funds, and \$640,000 in federal funds to acquire and build out an Oxnard FJC to better serve Oxnard victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking, and hate crimes.

The Oxnard FJC will emphasize helping underserved victims in Oxnard and the surrounding unincorporated areas, many of whom do not trust or voluntarily contact law enforcement, are afraid of deportation, and face significant language, cultural, economic, and transportation barriers to accessing the Ventura FJC location.

The Property consists of one parcel with a lot size of 21,000 square feet, improved with a two-story 32,825 square feet retail building. The County, as the owner of the Property, will be running the day-to-day operation of the Oxnard FJC. Approximately 36% of the Property is unoccupied and will be the focus of improvements to house the Oxnard FJC's initial operations. The remaining 64% of the Property's square footage is currently occupied either by non-profit

community-based organizations that are presently partner agencies collaborating with the Ventura FJC (31%) or a mix of non-profit and for-profit entities that are not current FJC partners (33%) through a total of seven leases. The County has confirmed that the seven leases will be honored for the duration of their terms, with negotiations to ensue as to renewals, if any.

Therefore, it is contemplated that Oxnard FJC's operational footprint within the property will increase over time.

City Operations

Although the County owns the Property and is responsible for running the facility's day-to-day operations, the Oxnard Police Department (Oxnard PD) will have a permanent presence inside the Property to assist victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking, and hate crimes. Among the items Oxnard PD will require as part of the Funding Agreement are lockable offices, interview rooms, security features for the building, and office furnishings. For the complete list of needs provided through the Funding Agreement, see Exhibit A within Attachment 1.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no new appropriation associated with this agenda item. The \$2,000,000 in funding was previously appropriated for the Oxnard FJC under project M2216 by City Council on March 29, 2022, using American Rescue Plan Act (ARPA) funding identified as replacing lost public sector revenue. This agenda item identifies the details and Funding Agreement regarding the transfer of funds.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a project previously approved by the City Council through the ARPA project selection process.

Prepared by: Adam Smith, Project Manager, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Funding Agreement
2. Presentation
3. Resolution

FUNDING AGREEMENT REGARDING FAMILY JUSTICE CENTER IN THE CITY OF OXNARD

This Funding Agreement Regarding Family Justice Center in the City of Oxnard (“Agreement”) is entered into as of July 25, 2023 (the “Effective Date”), by and between the COUNTY OF VENTURA, a political subdivision of the State of California (“County”) and the City of Oxnard (“City”), a California municipal corporation, with reference to the following facts.

RECITALS

A. As of the Effective Date, the County owns real property located at 554-555 South A Street in the City of Oxnard, California (“Property”), which the County acquired for \$4,100,000 (“Acquisition Costs”).

B. The County intends to establish a Family Justice Center (“FJC”) at the Property to support underserved residents of the City of Oxnard and the surrounding unincorporated areas, including victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking and hate crimes.

C. The City desires to provide a \$2,000,000 payment to County to contribute toward the County’s Acquisition Costs upon the condition that the County establish a FJC at the Property.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Payment. The City shall provide the County with a one-time payment in the amount of two million dollars (\$2,000,000.00) within 30 days after the Effective Date. County shall solely use the payment to help offset the County’s Acquisition Costs.

Section 2. Establishment of FJC. The City’s payment is conditioned on the County’s establishment of a FJC at the Property to support to the underserved residents of the City of Oxnard and the surrounding unincorporated areas, including victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking and hate crimes. Upon the establishment of the FJC, the County shall provide the resources delineated in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 3. Relationship of Parties. Nothing in this Agreement shall be interpreted or understood by either of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and City or the City’s agents, employees or contractors regarding the subject matter hereof. The County shall be solely responsible for its own acts and those of its agents and employees regarding the acquisition, development and operation of the FJC.

Section 4. Defense and Indemnification. The County agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the City) the City, City Councilmembers, and its other officials, employees and agents, from and against any and all third-party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of or related to this Agreement including but not limited to the acquisition, development and operation of the FJC, except to the extent caused by the City's sole active negligence or willful misconduct.

Section 5. Notices. Formal notices between the County and City shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and City as follows:

County:	City:
County of Ventura	City of Oxnard
County Executive Office	City Manager's Office
Attn: Dr. Sevet Johnson	Attn: Alexander Nguyen, City Manager
800 S. Victoria Ave., L1940	300 West Third Street, 4 th Floor
Ventura, CA 93009	Oxnard, CA 93030
(805) 654-3656 (TEL)	(805) 385-7430 (TEL)

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 6. Amendments. No amendment, alteration or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the parties.

Section 7. Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to all matters stated herein.

Section 8. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 9. Dispute Resolution. If the Parties have a dispute that they are unable to resolve at the staff level, either Party may escalate the dispute to the executive staff level (i.e., to the City Manager and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Manager and the County Executive Officer are unable to resolve the dispute, the item in dispute may be presented to the City Council and the County Board of Supervisors for resolution.

WHEREFORE, this Agreement has been entered into by the undersigned as of the Effective Date.

COUNTY OF VENTURA

CITY OF OXNARD

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTEST

Rose Chaparro, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

EXHIBIT A

During the operation of the FJC, the County shall provide at least the following resources:

I. Secured Work spaces (separate from CBO's)

- A. Lockable offices for personnel:
 - 1. Family Protection Unit sergeant (1)
 - 2. Domestic Violence Investigations Unit: office for 2 detectives
 - 3. Sexual Assault Investigations Unit - office space for 5 detectives
 - 4. Internet Crimes Against Children investigations - office for 1 detective
 - 5. Sexual assault nurse - private office space for 1 person
 - 6. Victim advocate office space for 1 person
 - 7. General law enforcement office (for LE agencies to use)
 - 8. Police Commander satellite office: private office
 - 9. Office space for 1 Port Hueneme Police Department detective
- B. Two restrooms for law enforcement and County personnel working at the FJC.
- C. One restroom for clients in the “secured working area” of the building
- D. One restroom in the general waiting area

II. Rooms

- A. Sexual assault exam room - two (2) private rooms
- B. Interview rooms - two (2) interview rooms and two (2) observation rooms
 - 1. Set up interview rooms with Axon interview system
 - 2. Set up for remote live monitoring for DA and detectives
- C. Designated evidence room to package evidence, store sexual assault kits (secure refrigerator needed), and temporary lockers to house evidence
 - 1. Will need Zebra printer to print evidence tags
- D. Conference/meeting rooms - used for meetings and training
 - 1. Monitors for virtual meetings
 - 2. Whiteboards and accessories
- E. Family waiting room - also known as a “soft” room different from the outside waiting room
- F. Outside general waiting area with front counter
- G. A private kitchenette/break room area for law enforcement and County personnel
 - 1. Functioning sink, hot and cold water, coffee machine, microwave, refrigerator, dining area and a television with cable subscription
- H. Lactation room

III. Security

- A. Video doorbell system
- B. RFID access control doors
 - 1. Entry to above secure office areas and evidence room
- C. Locking front and rear doors

- 1. Entry to the building
- D. Partial gated secure parking with controlled access entry
 - 1. Key or passcard access
- E. Outdoor security cameras that cover the entire parking area, all sides of the building including doors and windows.
 - 1. Ability to view security footage from workstations
- F. Door locks for all OPD offices and evidence room
 - 1. Door locks or key card access
- G. Adequate perimeter and emergency lighting in parking lot and inside the building
- H. Security alarm system with interior motion sensor and security sensors for exterior doors and windows and sensors for designated internal doors

IV. Furnishings

- A. Copiers and scanners
- B. Oxnard PD Network (CAD, LERMS, ETC) and internet connectivity
- C. Basic office furnishings for work areas and the meeting room that includes desks, chairs, file cabinets, whiteboards, telephones, computer equipment (monitors and desktop computers)
- D. Backup power supply for computers
- E. Chairs/sofas for waiting rooms and interview rooms
- F. Wall decor
- G. New carpet or flooring in all work areas, conference room, restrooms, waiting rooms and kitchenette

Approval of a Funding Agreement between the City and the County of Ventura for the New Family Justice Center in Oxnard

City Council, July 27, 2023

Adam Smith, Project Manager
City Manager's Office



RECOMMENDATION

2

That the City Council:

1. Adopt a Resolution authorizing the Mayor to execute a Funding Agreement with the County of Ventura for \$2,000,000 for the purchase of the building located at 554-555 South A Street for the Oxnard Family Justice Center; and
2. Authorize the City Manager or designee to execute the necessary actions to effectuate the transfer of funds.

- Currently, Ventura County's (County) sole Family Justice Center (FJC) is located in the City of Ventura
- The FJC serves roughly 2,500 crime victims per year
- The largest proportion of victims served at the FJC are residents of Oxnard
- Oxnard residents must travel to Ventura to receive services

- On June 6, 2023, the Ventura County Board of Supervisors approved the purchase of a building located at 545-555 South A Street in Oxnard (Property)
- The FJC will emphasize helping underserved victims in Oxnard and the surrounding unincorporated areas
- The County, as the owner of the Property, will be running the day-to-day operation of the FJC

- About 36% of the Property is unoccupied and will be the focus of improvements to house the FJC's initial operations
- The remaining 64% of the Property's square footage is currently occupied either by non-profit community-based organizations through leases
- The County has confirmed that the seven leases will be honored for the duration of their terms, with negotiations to ensue as to renewals, if any
- Therefore, it is contemplated that the FJC's operational footprint within the Property will increase over time

CITY OPERATIONS

- Although the County owns the Property and is responsible for running the facility's day-to-day operations, the Oxnard Police Department (Oxnard PD) will have a permanent presence inside the Property
- Among the items Oxnard PD will require as part of the Funding Agreement are lockable offices, interview rooms, security features for the building, and office furnishings

- The \$2,000,000 in funding was previously appropriated for the Family Justice Center by City Council on March 29, 2022, using American Rescue Plan Act (ARPA) funding identified as replacing lost public sector revenue

RECOMMENDATION

8

That the City Council:

1. Adopt a Resolution authorizing the Mayor to execute a Funding Agreement with the County of Ventura for \$2,000,000 for the purchase of the building located at 554-555 South A Street for the Oxnard Family Justice Center; and
2. Authorize the City Manager or designee to execute the necessary actions to effectuate the transfer of funds.



THE END

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT WITH THE COUNTY OF VENTURA FOR THE PURCHASE OF THE BUILDING LOCATED AT 554-555 SOUTH A STREET FOR THE OXNARD FAMILY JUSTICE CENTER

WHEREAS, Ventura County's ("County") sole Family Justice Center ("FJC") is located in the city of Ventura; and

WHEREAS, the Ventura FJC serves roughly 2,500 crime victims per year (not including children in the home) with wraparound services under one roof; and

WHEREAS, 73% of these victims are Medi-Cal enrollees, Latinx with two or more minor children in the home, and are victims of domestic violence; and

WHEREAS, nearly 23% of these victims are Mixteco or mono-lingual Spanish speakers and have limited transportation options; and

WHEREAS, although the Ventura FJC provides a plurality of services to Oxnard residents, there are limited locally equivalent solutions for Oxnard residents to receive those services who instead have to travel to Ventura; and

WHEREAS, on June 6, 2023, the Ventura County Board of Supervisors approved the purchase of the building located at 545-555 South A Street in Oxnard ("Property"); and

WHEREAS, the purchase leverages \$1,000,000 in State funds and \$640,000 in federal funds to acquire and build out an FJC to be located on the Property to better serve Oxnard victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking, and hate crimes; and

WHEREAS, the Oxnard FJC will emphasize helping underserved victims in Oxnard and the surrounding unincorporated areas, many of whom do not trust or voluntarily contact law enforcement, are afraid of deportation, and face significant language, cultural, economic, and transportation barriers in accessing the Ventura FJC; and

WHEREAS, the Property consists of one parcel with a lot size of 21,000 square feet, improved with a two-story 32,825 square foot building; and

WHEREAS, the Oxnard Police Department will have a permanent presence inside the Oxnard FJC to assist victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking, and hate crimes; and

WHEREAS, the Oxnard City Council desires to authorize the Mayor to execute a Funding Agreement with the County in the amount of \$2,000,000 for the purchase of the Property; and

WHEREAS, the Oxnard City Council previously appropriated \$2,000,000 in funding for the purchase of the Property on March 29, 2022, using ARPA funding identified as replacing lost public sector revenue.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to authorize the Mayor to execute a Funding Agreement with the County in the amount of \$2,000,000 for the purchase of the building located at 554-555 South A Street.

PASSED AND ADOPTED THIS ____th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney